



REQUEST FOR STATEMENT OF QUALIFICATIONS

REFERENCE MEDICAL LABORATORY SERVICES



April 2010
Prepared By
Contracts and Grants Division

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1.0 GENERAL INFORMATION

The County of Los Angeles (hereafter referred to as "County", unless otherwise stated) operates through its Department of Health Services (DHS), Department of Public Health (DPH) and Department of Coroner (DOC), a network of four hospitals, two multi-service ambulatory care centers (MACC), six comprehensive health centers (CHC), 10 community health centers and clinics, 14 public health centers, and a forensic science laboratory (hereafter collectively referred to as "County Facilities"), which provide Personal Health Services (PHS), Public Health Programs and Services (PHP&S) and comprehensive Scientific Investigation (SI) services (hereafter collectively referred to as Health Care Services). DHS also operates the Community Health Plan, a Knox-Keene licensed health plan and federally qualified health maintenance organization. The County Facilities and the Community Health Plan provide or make arrangements for Health Care Services in a geographic area covering over 4,000 square miles.

The objective of this RFSQ is to secure a pool of the most qualified licensed clinical laboratories that are best able to provide as-needed medical laboratory services required by County Facilities for recommendation of award of contracts to commence services immediately upon expiration of the current contracts and ensure there is no gap in service at any facility.

1.1 Scope of Work

The County facilities' laboratories (hereafter referred to as "County laboratories") are required to perform medical laboratory services (i.e., anatomical and clinical laboratory testing) as part of the Health Care Services provided by County DHS. However, because the County laboratories have neither the staff or equipment to independently perform all required medical laboratory services, the County has, for a number of years, entered into contracts (i.e., agreements) with private clinical laboratory services providers for the provision of medical laboratory services. The Interim Director of DHS and/or his authorized designee(s) (hereafter collectively referred to as "Director") currently manage these contracts on behalf of the County.

1.2 Overview of Solicitation Document

This Request for Statement of Qualifications (RFSQ) is composed of the following parts:

- **GENERAL INFORMATION:** Specifies the Vendor's minimum qualifications, provides information regarding some of the requirements of the Master Agreement and the solicitation process.
- **INSTRUCTIONS TO VENDORS:** Contains instructions to Vendors in how to prepare and submit their Statement of Qualifications (SOQ).
- **SOQ REVIEW/SELECTION QUALIFICATION PROCESS:** Explains how the SOQ will be reviewed, selected and qualified.
- **APPENDICES:**
 - **A - REQUIRED FORMS:** Forms contained in this section must be completed and included in the SOQ.
 - **B - TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW:** Transmittal sent to Department requesting a Solicitation Requirements Review.

- **C - COUNTY OF LOS ANGELES POLICY OF DOING BUSINESS WITH SMALL BUSINESS:** Intentionally Omitted
- **D - JURY SERVICE ORDINANCE:** County Code.
- **E - LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY:** Contractors who are not allowed to contract with the County for a specific length of time.
- **F - IRS NOTICE 1015:** Provides information on Federal Earned Income Credit.
- **G - SAFELY SURRENDERED BABY LAW:** County program.
- **H - MASTER AGREEMENT:** The Master Agreement used for this solicitation. The terms and conditions shown in the Master Agreement are not negotiable.
- **I - BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION:** An information sheet intended to assist Nonprofit agencies with compliance with SB 1262 – the Nonprofit Integrity Act of 2004 and identify available resources. *(if applicable)*
- **J- DEFAULTED PROPERTY TAX REDUCTION PROGRAM:** County Code.

1.3 Terms and Definitions

Throughout this RFSQ, references are made to certain persons, groups, or Departments/agencies. For convenience, a description of specific definitions can be found in Appendix H, Master Agreement, Paragraph 2. Definitions.

1.4 Vendor's Minimum Qualifications

Interested and qualified Vendors that meet the Minimum Qualifications stated below are invited to submit an SOQ for one or more of the laboratory test categories listed in Exhibit 13, Laboratory Test Categories. Interested and qualified Vendors currently in business as a licensed clinical laboratory must meet all the minimum qualifications listed below:

- 1.4.1 Vendor's organization must have five (5) years experience in the business of providing medical laboratory services to hospitals, medical groups, or satellite laboratories.
- 1.4.2 Vendor must possess a valid clinical laboratory license issued by the State of California Department of Health Services.
- 1.4.3 Vendor must be certified by Clinical Laboratory Improvement Act (CLIA) to the complexity of tests performed.
- 1.4.4 Vendor must be accredited by the College of American Pathologists (CAP), or accredited by another agency approved by CAP, to the complexity of tests performed.

1.5 New Firm Eligibility (Intentionally Omitted)

1.6 Master Agreement Process

Reference medical laboratory services to County Facilities are currently provided by private contractors. Interested and qualified clinical laboratory vendors who meet the requirements as set forth in this RFSQ, Paragraph 1.4, Minimum Qualifications are invited to submit a SOQ as outlined in Paragraph 2.7, Preparation and Format of SOQ.

- 1.6.1 Master Agreements will be executed with all Vendors determined to be qualified. The County, at its sole discretion, may waive Paragraph 1.4.2 to utilize labs to meet County's need for specialized testing.
- 1.6.2 Upon the Department's execution of these Master Agreements, the qualified Vendors will become County Contractors, and thereafter shall be contacted based on Contractor's Proposed Price, by County Facilities to provide as needed reference medical laboratory services. Payment for all work shall be on a fixed price per deliverable basis.
- 1.6.3 The Master Agreement includes various categories of services, only those Contractors qualified for the specific category will be contacted.
- 1.6.4 Contractors awarded a Master Agreement will not be guaranteed any minimum or maximum amount of utilization of their services, and may or may not be utilized, at the County's sole discretion.

1.7 Master Agreement Term

- 1.7.1 The term of the Master Agreement will be for a period of five (5) years through October 31, 2015. The option to extend the term up to two (2) additional one-year periods, and six (6) one-month periods will be subject to review and approval by County Counsel and the Chief Executive Office, and notification to the Board. The term of the Master Agreement not to exceed, in aggregate, a maximum total contract term of seven (7) years and six (6) months. Option periods will be exercised at the Department's sole discretion.
- 1.7.2 The County may at its sole discretion select one or more vendors from this RFSQ process and, depending on service needs, may elect to accept SOQs throughout the duration of the Master Agreement to qualify Vendors.

1.8 County Rights and Responsibilities

The County has the right to amend the RFSQ by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available to each person or organization which County records indicate has received this RFSQ. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the SOQ not being considered, as determined in the sole discretion of

the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

1.9 Contact with County Personnel

Any contact regarding this RFSQ or any matter relating thereto must be in writing and may be mailed, e-mailed or faxed as follows:

Paula McGehee, Contract Analyst
County of Los Angeles Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6th Floor East
Los Angeles, CA 90012
e-mail address: pmcgehee@dhs.lacounty.gov
fax #: 213 250 2958

If it is discovered that a Vendor contacted and received information from any County personnel, other than the person specified above, regarding this solicitation, County, in its sole determination, may disqualify their SOQ from further consideration.

1.10 Mandatory Requirement to Register on County's WebVen

Prior to executing a Master Agreement, all potential Contractors must register in the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at http://lacounty.info/doing_business/main_db.htm.

1.11 County Option to Reject SOQs

The County may, at its sole discretion, reject any or all SOQs submitted in response to this solicitation. The County shall not be liable for any cost incurred by a Vendor in connection with preparation and submittal of any SOQ. The County reserves the right to waive inconsequential disparities in a submitted SOQ.

1.12 Protest Process

1.12.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Vendor may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Section 1.12.3 below. Additionally, any actual Vendor may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in the Sections below. Under any such review, it is the responsibility of the Vendor challenging the decision of a County Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a solicitation or a proposed contract award, as the case may be.

1.12.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a Vendor protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

1.12.3 **Grounds for Review**

Unless state or federal statutes or regulations otherwise provide, the grounds for review of any Departmental determination or action should be limited to the following:

- Review of Solicitation Requirements Review (Reference sub-paragraph 2.4 in the solicitation requirement review)
- Review of a Disqualified SOQ (Reference sub-paragraph 3.2 in the Review/Selection/Qualification Section)

1.13 Notice to Vendor's Regarding Public Records Act

1.13.1 Responses to this RFSQ shall become the exclusive property of the County. At such time as when Department recommends the qualified Vendor(s) to the Board of Supervisors (Board) and such recommendation appears on the Board agenda, all SOQ's submitted in response to this RFSQ, become a matter of public record, with the exception of those parts of each SOQ which are justifiably defined and identified by the Vendor as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."

1.13.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the SOQ as confidential shall not be deemed sufficient notice of exception. The Vendor must specifically label only those provisions of their respective SOQ which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

1.14 Indemnification and Insurance

Vendor shall be required to comply with the Indemnification provisions contained in Appendix H - Master Agreement, sub-paragraph 8.27. Vendor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Appendix H - Master Agreement, sub-paragraphs 8.28 and 8.29.

1.15 SPARTA Program

A County program, known as 'SPARTA' (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the

County's insurance broker, Municipality Insurance Services, Inc. For additional information, Proposers may call Municipality Insurance Services at (800) 420-0555, or can access their website directly at www.2sparta.com

1.16 Injury and Illness Prevention Program (IIPP)

Vendor shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

1.17 Background and Security Investigations

Background and security investigations of Vendor's staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting agreement. The cost of background checks is the responsibility of the Vendor.

1.18 Confidentiality and Independent Contractor Status

As appropriate, Contractor shall be required to comply with the Confidentiality provision sub-paragraph 7.6 and the Independent Contractor Status sub-paragraph 8.26 in Appendix H, Master Agreement.

1.19 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFSQ, or any competing RFSQ, nor any spouse or economic dependent of such employees, shall be employed in any capacity by a Vendor or have any other direct or indirect financial interest in the selection of a Contractor. Vendor shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Appendix A - Required Forms Exhibit 2, Certification of No Conflict of Interest.

1.20 Determination of Vendor Responsibility

1.20.1 A responsible Vendor is a Vendor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Vendors.

1.20.2 Vendors are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Vendor is responsible based on a review of the Vendor's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Vendor against public entities. Labor law violations which are the fault of the subcontractors and of which the Vendor had no knowledge shall not be the basis of a determination that the Vendor is not responsible.

- 1.20.3 The County may declare a Vendor to be non-responsible for purposes of this Master Agreement if the Board of Supervisors, in its discretion, finds that the Vendor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- 1.20.4 If there is evidence that the Vendor may not be responsible, the Department shall notify the Vendor in writing of the evidence relating to the Vendor's responsibility, and its intention to recommend to the Board of Supervisors that the Vendor be found not responsible. The Department shall provide the Vendor and/or the Vendor's representative with an opportunity to present evidence as to why the Vendor should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 1.20.5 If the Vendor presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Vendor shall reside with the Board of Supervisors.
- 1.20.6 These terms shall also apply to proposed subcontractors of Vendors on County contracts.

1.21 Vendor Debarment

- 1.21.1 The Vendor is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Vendor from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Vendor's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Vendor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

- 1.21.2 If there is evidence that a recommended Vendor may be subject to debarment, the Department shall notify the Vendor in writing of the evidence which is the basis for the proposed debarment, and shall advise the Vendor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 1.21.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Vendor and/or Vendor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Vendor should be debarred, and, if so, the appropriate length of time of the debarment. The Vendor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 1.21.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 1.21.5 If a Vendor has been debarred for a period longer than five (5) years, that Vendor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Vendor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 1.21.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Vendor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review

decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

- 1.21.7 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 1.21.8 These terms shall also apply to proposed subcontractors of Vendors on County contracts.
- 1.21.9 Appendix E provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

1.22 Contractor's Adherence to County Child Support Compliance Program

Contractors shall 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a Master Agreement or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

1.23 Gratuities

1.23.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Vendor with the implication, suggestion or statement that the Vendor's provision of the consideration may secure more favorable treatment for the Vendor in the award of a Master Agreement or that the Vendor's failure to provide such consideration may negatively affect the County's consideration of the Vendor's submission. A Vendor shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of a Master Agreement.

1.23.2 Vendor Notification to County

A Vendor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a

solicitation may result in the Vendor's submission being eliminated from consideration.

1.23.3 Form of Improper Consideration

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

1.24 Notice to Vendors Regarding the County Lobbyist Ordinance

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Vendor to review the ordinance independently as the text of said ordinance is not contained within this RFSQ. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Vendor is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting the Familiarity with the County Lobbyist Ordinance Certification, as set forth in Appendix A - Required Forms Exhibit 4, as part of their SOQ.

1.25 Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in the Internal Revenue Service Notice No. 1015. Reference Appendix F.

1.26 Consideration of GAIN/GROW Participants for Employment

As a threshold requirement for consideration of a Master Agreement, Vendors shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Additionally, Vendors shall attest to a willingness to provide employed GAIN/GROW participants access to the Vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Vendors who are unable to meet this requirement shall not be considered for a Master Agreement.

Vendors shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Appendix A - Required Forms Exhibit 8, as part of their SOQ.

1.27 County's Quality Assurance Plan

After award of a Master Agreement and subsequent Work Order(s), the County or its agent will evaluate the Contractor's performance under the Master Agreement and Work Order on an annual basis. Such evaluation will include assessing Contractor's compliance with all terms in the Master Agreement and performance standards identified in the Work Order. Contractor's deficiencies which the County determines are severe or continuing and that may jeopardize performance of this Master Agreement and subsequent Work Orders will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the Master Agreement and/or Work Order in whole or in part, or impose other penalties as specified in the Master Agreement.

1.28 Recycled Bond Paper

Vendor shall be required to comply with the County's policy on recycled bond paper as specified in Appendix H - Master Agreement, sub-paragraph 8.43.

1.29 Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Appendix G of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

1.30 County Policy on Doing Business with Small Business (Intentionally Omitted)

1.31 Jury Service Program

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Ordinance, Appendix D, and the pertinent jury service provisions of the Appendix H - Master Agreement, sub-paragraph 8.8, both of which are incorporated by reference into and made a part of this RFSQ. The Jury Service Program applies to both Contractors and their Subcontractors. SOQs that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

1.31.1 The Jury Service Program requires Contractors and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five

days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

- 1.31.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation of other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract is less than \$500,000, and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.
- 1.31.3 If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Contractor Employee Jury Service Program Certification Form and Application for Exception, as set forth in Appendix A - Required Forms Exhibit 9, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

1.32 Local Small Business Enterprise (SBE) Preference Program
(Intentionally Omitted)**1.33 Local SBE Prompt Payment Program**

It is the intent of the County that Certified Local SBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

1.34 Notification to County of Pending Acquisitions/Mergers by Proposing Company

The Vendor shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Vendor on Required Form - Exhibit 1 - Vendor's Organization Questionnaire/Affidavit. Failure of the Vendor to provide this information may eliminate its SOQ from any further consideration.

1.35 Transitional Job Opportunities Preference Program

1.35.1 In reviewing SOQs, the County will give preference to businesses that are certified by the County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. A Certified Transitional Job Opportunity vendor is, and has been such for three (3) years, an entity: 1) that is a non-profit organization recognized as tax exempt pursuant to section 501 (c) (3) of the Internal Revenue Services Code; set forth, under penalty of perjury, such information as requested by the County on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to the Department with their proposal response to the contracting solicitation for which they are competing; 2) has been in operation for at least one year providing transitional job and the related supportive services to program participants; and 3) provide a profile of their program with a description of their program components designed to assist program participants, number of past program participants, and any other information requested by a contracting Department.

1.35.2 Transitional Job Opportunities vendors must request the preference in submitted SOQ and may not receive the preference until certification has been affirmed by the applicable Department. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a Bidder that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.

1.36 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

1.36.1 Pursuant to federal law, the County is prohibited from contracting with parties that are suspended, debarred, ineligible, or excluded or whose

principals are suspended, debarred or excluded from securing federally funded contracts. At the time of SOQ submission, Vendor must submit a certification, as set for in Appendix A – Required Forms, Exhibit 14, attesting that neither it, as an organization, nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Should the SOQ identify prospective subcontractors, or should Vendor intend to use subcontractors in the provision of services under any subsequent work order, Vendor must submit a certification, completed by each subcontractor, attesting that neither the subcontractor, as an organization, nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts.

1.36.2 Failure to provide the required certification may eliminate the SOQ from consideration.

1.36.3 In the event that Vendor and/or its subcontractor(s) is or are unable to provide the required certification, Vendor instead shall provide a written explanation concerning its and/or its subcontractor's inability to provide the certification. Vendor's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Vendor and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Finally, the written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the contract which is being solicited by this RFSQ.

1.36.4 The written explanation shall be examined by the County to determine, in its full discretion, whether further consideration of the SOQ is appropriate under the federal law.

1.37 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

Contractor shall be required to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) provision contained in Appendix H, Master Agreement, Sub-paragraph 8.25.

1.38 County's Defaulted Property Tax Reduction Program

1.38.1 The prospective Master Agreement is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Tax Program Ordinance, Appendix J and the pertinent provisions of the Sample Master Agreement, Appendix H, sub-paragraphs 8.16, Contractor's Warranty of Compliance with County's Defaulted Property

Tax Reduction Program and 8.47, Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.

- 1.38.2 Vendors shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any Master Agreement that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing the Certification of Compliance with the County's Defaulted Property Tax Reduction Program, Exhibit 10 in Appendix A - Required Forms. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor (Los Angeles County Code, Chapter 2.202).
- 1.38.3 SOQ's that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

1.39 Contractor's Charitable Contributions Compliance (if applicable)

- 1.39.1 California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.
- 1.39.2 All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the Charitable Contributions Certification, Exhibit 11 as set forth in Appendix A - Required Forms. A completed Exhibit 11 is a required part of any agreement with the County.
- 1.39.3 In Exhibit 11, prospective contractors certify either that:
- they have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will comply if they become

subject to coverage of those laws during the term of a County agreement, **OR**

- they are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.

1.39.4 Prospective County contractors that do not complete Exhibit 11 as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

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2.0 INSTRUCTIONS TO VENDORS

This Section contains key project dates and activities as well as instructions to Vendors in how to prepare and submit their Statement of Qualifications (SOQ).

2.1 County Responsibility

The County is not responsible for representations made by any of its officers or employees prior to the execution of the Master Agreement unless such understanding or representation is included in the Master Agreement.

2.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with an SOQ shall be sufficient cause for rejection of the SOQ. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

2.3 RFSQ Timetable

The timetable for this RFSQ is as follows:

- Release of RFSQ4/28/2010
 - Request for a Solicitation Requirements Review Due.....5/13/2010
 - Written Questions Due5/13/2010
 - *SOQ due by **2:00 PM** (Pacific Time)5/28/2010
- * (The County, at its sole discretion, may elect to accept SOQs throughout the duration of the Master Agreement to qualify Vendors, depending on the service needs of the Department)

2.4 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix B - Transmittal Form to Request a Solicitation Requirements Review to the Department conducting the solicitation as described in this Section. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the solicitation document.
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal.
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request for a Solicitation Requirements Review asserts either that:
 - a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
 - b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Vendor.

The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the proposal due date.

2.5 Vendors' Questions

Vendors may submit written questions regarding this RFSQ by mail, fax or e-mail to the individual identified below. All questions must be received by May 13, 2010. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFSQ.

When submitting questions, please specify the RFSQ section number, paragraph number, and page number and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFSQ. County reserves the right to group similar questions when providing answers.

Questions may address concerns that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly disadvantage Vendors or, due to unclear instructions, may result in the County not receiving the best possible responses from Vendor. Questions should be addressed to:

Paula McGehee, Contract Analyst
County of Los Angeles Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6th Floor East
Los Angeles, CA 90012
e-mail address: pmcgehee@dhs.lacounty.gov
fax #: 213 250 2958

2.6 Vendors Conference (Intentionally Omitted)

2.7 Preparation and Format of the SOQ

All SOQs must be bound and submitted in the prescribed format. Any SOQ that deviates from this format may be rejected without review at the County's sole discretion.

The content and sequence of the SOQ must be as follows:

- Table of Contents
- Vendor's Qualifications (Section A)
- Required Forms (Section B)
- Proof of Insurability (Section C)
- Proof of Licenses/Certificates/Accreditations (Section D)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76) (Section E)
- Medical Laboratory Services Fee Schedule (Section F)
- Discounts and Added Charges (Section G)

2.7.1 Table of Contents

The Table of Contents must be a comprehensive listing of material included in the SOQ. This section must include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

2.7.2 Vendor's Qualifications (Section A)

Vendor must demonstrate that their organization has the experience, is competent, and proficient in clinical medical laboratory services for which Vendor intends to provide.

This section must include the firm's organizational chart detailing actual staff, by classification and assignment. The chart must include Contractor's Laboratory Director and others who will be assigned to work on any part of this project. For each person, give his/her full name, current position, years with the firm and relevant education, experience and professional license/certificate/accreditation. Include a resume for Contractor's Laboratory Director with dates for the positions listed.

The following sections must be included:

A. Vendor's Background and Experience (Section A.1)

The Vendor shall complete, sign and date the Vendor's Organization Questionnaire/Affidavit – Exhibit 1 as set forth in Appendix A. **The person signing the form must be authorized to sign on behalf of the Vendor and to bind the vendor in a Master Agreement.** Provide a summary of relevant background information to demonstrate that the Vendor meets the minimum qualifications stated in sub-paragraph 1.4 of this RFSQ and has the capability to perform the required services as a corporation or other entity.

Taking into account the structure of the Vendor's organization, Vendor shall determine which of the below referenced supporting documents the County requires. If the Vendor's organization does not fit into one of these categories, upon receipt of the SOQ or at some later time, the County may, in its discretion, request additional documentation regarding the Vendor's business organization and authority of individuals to sign Contracts.

If the below referenced documents are not available at the time of SOQ submission, Vendors must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

Required Support Documents:**Corporations or Limited Liability Company (LLC):**

The Vendor must submit the following documentation with the SOQ:

- 1) A copy of a "Certificate of Good Standing" with the state of incorporation/organization.
- 2) A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers.

Limited Partnership:

The Vendor must submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State, and any amendments.

B. Vendor's References (Section A.2)

It is the Vendor's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate. The same references may be listed on both forms – Exhibits 5 and 6.

County may disqualify a Vendor if:

- references fail to substantiate Vendor's description of the services provided; or
- references fail to support that Vendor has a continuing pattern of providing capable, productive and skilled personnel, or
- the Department is unable to reach the point of contact with reasonable effort. It is the Vendor's responsibility to inform the point of contact of normal working hours

The Vendor must complete and include Required Forms, Exhibits 5, 6 and 7 as set forth in Appendix A.

a. Prospective Contractor References, Exhibit 5

Vendor must provide five (5) references where the same or similar scope of services were provided.

b. Prospective Contractor List of Contracts, Exhibit 6

The listing must include all Public Entities contracts for the last three (3) years. A photocopy of this form should be used if necessary.

c. Prospective Contractor List of Terminated Contracts for Non-Performance, Exhibit 7

Listing must include contracts terminated for non-performance within the past three (3) years with a reason for termination.

C. Vendor's Pending Litigation and Judgments (Section A.3)

Identify by name, case and court jurisdiction any pending litigation in which Vendor is involved, or judgments against Vendor in the past five (5) years. Provide a statement describing the size and scope of any pending or threatening litigation against the Vendor or principals of the Vendor. If a Vendor has no Pending Litigation and/or Judgments, provide a statement indicating so. Additionally, Vendor must provide all information regarding current and past professional citations and incidents or charges of malpractice involving Vendor as an entity or any Affiliated Physician or Affiliated Personnel who may provide services to County within the last five years. Failure to supply all and accurate information regarding professional citations and malpractice shall be grounds for immediate rejection of the SOQ and possible debarment.

2.7.3 Required Forms (Section B)

Include the following forms as provided in Appendix A – Required Forms. Complete, sign and date all forms.

- Exhibit 2 Certification of No Conflict of Interest
- Exhibit 3 Vendor's Equal Employment Opportunity (EEO) Certification
- Exhibit 4 Familiarity with the County Lobbyist Ordinance Certification
- Exhibit 8 Attestation of Willingness to Consider GAIN/GROW Participants
- Exhibit 9 County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception
- Exhibit 10 Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- Exhibit 11 Charitable Contributions Certification *(if applicable)*
- Exhibit 12 Certification of Independent Price Determination and Acknowledge of RFSQ Restrictions
- Exhibit 13 Laboratory Test Categories – Complete by identifying one or more laboratory test categories Vendor intends to provide.
- Exhibit 15 Medical Laboratory Services Fee Schedule
- Exhibit 16 Discounts and Added Charges

2.7.4 Proof of Insurability (Section C)

Vendor must provide proof of insurability that meets all insurance requirements set forth in the Appendix H - Master Agreement, subparagraphs 8.28 and 8.29. If a Vendor does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Vendor be selected to receive a Master Agreement award may be submitted with the SOQ.

2.7.5 Proof of Licenses/Certificates/Accreditations (Section D)

Vendor must furnish a copy of all applicable valid licenses, certificates, accreditations, and permits issued under the laws of the State of California for the provision of services for which they intend to qualify which include but are not limited to: California State Clinical Laboratory License, CLIA Certification, and Accreditation by the College of American Pathologists (CAP) and/or the American Society of Cytology, as applicable to testing performed. A copy of Laboratory Director's medical license, copies of licenses/credentials of staff who will be assigned to work on any part of resultant Master Agreement and verifying documentation that Vendor is in compliance with DOT and CDC transportation regulations

2.7.6 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76) (Section E)

Complete the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions – Exhibit 14 in Appendix A. If Vendor and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Vendor shall attach a written explanation to its proposal in lieu of submitting this Certification. Follow instructions provided in Number 9 of the Certification form.

2.7.7 Acceptance of Terms and Conditions in Sample Agreement (Section F)

It is the duty of every Vendor to thoroughly review the Master Agreement to ensure compliance with all terms and conditions. Vendors understand and agree that submission of the SOQ constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions of the Appendix H - Master Agreement.

Section F of Proposer's response must include a statement offering the Proposer's acceptance to all terms and conditions listed in Appendix H, Master Agreement.

The County reserves the right to make changes to the Master Agreement and its appendices and exhibits at its sole discretion.

2.8 SOQ Submission

The original SOQ and two (2) numbered copies shall be enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the Vendor and bear the words: **"SOQ FOR REFERENCE MEDICAL LABORATORY SERVICES"**

The SOQ and any related information shall be delivered or mailed to:

**Department of Health Services / Contracts & Grants Division
313 North Figueroa Street, 6th Floor East
Los Angeles, CA 90012
Attn: Paula McGehee, Contract Analyst**

It is the sole responsibility of the submitting Vendor to ensure that its SOQ is received before the submission deadline identified in subparagraph 2.3. Submitting Vendors shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. No facsimile (fax) or electronic mail (e-mail) copies will be accepted. SOQs received after the deadline will be considered if it is in the County's best interest.

2.9 SOQ Withdrawals

The Vendor may withdraw its SOQ at any time prior to the date and time which is set forth herein as the deadline for acceptance of SOQs, upon written request for same to Paula McGehee, Contract Analyst at the address listed in Paragraph 2.8.

3.0 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS

3.1 Review Process

SOQs will be subject to a detailed review by qualified County staff. The review process will include the following steps:

3.1.1 Adherence to Minimum Qualifications (Section A)

County shall review the Vendor's Organization Questionnaire/Affidavit – Exhibit 1 of Appendix A, Required Forms, and determine if the Vendor meets the minimum qualifications as outlined in sub-paragraph 1.4 of this RFSQ. Failure of the Vendor to comply with all of the minimum qualifications may eliminate its SOQ from any further consideration. The Department may elect to waive any informality in an SOQ if the sum and substance of the SOQ is present.

3.1.2 Vendor's Qualifications (Section A.1 - A.3)

County's review shall include the following:

- Vendor's Background and Experience as provided in Section A.1 of the SOQ.
- Vendor's References as provided in Section A.2. The review will include verification of references submitted, a review of the County's Contract Database, if applicable, reflecting past performance history on County contracts, and a review of terminated contracts.
- A review to determine the magnitude of any pending litigation or judgments against the Vendor, including a review of current and past professional citations and incidents or charges of malpractice involving Vendor as an entity or any Affiliated Physician or Affiliated Personnel who may provide services to County within the last five years. as provided in Section A.3.

3.1.3 Required Forms

All forms listed in Section 2, sub-paragraph 2.7.3 must be included in **Section B** of the SOQ.

3.1.4 Proof of Insurability

Review the proof of insurability provided in **Section C** of the SOQ.

3.1.5 Proof of Licenses/Certificates/Accreditations

County shall review proof of licenses, certificates, accreditations, permits provided in **Section D** of the SOQ.

3.1.6 Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

Vendor's Certification Form in **Section E**, if submitted, will be reviewed to determine if the appropriate authorized representative of the Vendor signed the form. If the Vendor submitted a written explanation in lieu of the Certification Form, written explanation will be reviewed with the appropriate County personnel to determine whether further consideration of the proposal is appropriate under the federal law.

3.1.7 Acceptance of Terms and Conditions in Sample Agreement

Section F must include a statement offering the Proposer's acceptance to all terms and conditions listed in Appendix H, Master Agreement.

3.2 Disqualification Review

An SOQ may be disqualified from consideration because DHS determined it was non-responsive at any time during the review/evaluation process. If DHS determines that an SOQ is disqualified due to non-responsiveness, DHS shall notify the Vendor in writing.

Upon receipt of the written determination of non-responsiveness, the Vendor may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A request for a Disqualification Review may, in DHS's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Disqualification Review is a Vendor;
2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
3. The request for a Disqualification Review asserts that DHS's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the determination shall be provided to the requesting Vendor, in writing, prior to the conclusion of the evaluation process.

3.3 Selection/Qualification Process

DHS will generally select Vendors that have experience in providing a broad range of reference medical laboratory services. However, in order to insure DHS has a varied pool of qualified Contractors, DHS may offer Master Agreements to Vendors that offer a narrow scope of services in more highly specialized areas.

3.4 Master Agreement Award

Vendors who are notified by DHS that they appear to have the necessary qualifications and experience (i.e., they are qualified) may still not be recommended for a Master Agreement if other requirements necessary for award have not been met. Other requirements may include acceptance of the terms and conditions of the Master Agreement, and/or satisfactory documentation that required insurance will be obtained. Only when all such matters have been demonstrated to DHS's satisfaction can a Vendor, which is otherwise deemed qualified, be regarded as "selected" for recommendation of a Master Agreement.

DHS will execute Board of Supervisors-authorized Master Agreements with selected vendor(s). All Vendors will be informed of the final selections.

APPENDIX A REQUIRED FORMS TABLE OF CONTENTS

EXHIBITS ---

- 1 VENDOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT
- 2 CERTIFICATION OF NO CONFLICT OF INTEREST
- 3 VENDOR'S EEO CERTIFICATION
- 4 FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE
CERTIFICATION
- 5 PROSPECTIVE CONTRACTOR REFERENCES
- 6 PROSPECTIVE CONTRACTOR LIST OF CONTRACTS
- 7 PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS FOR
NON-PERFORMANCE
- 8 ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW
PARTICIPANTS
- 9 LOS ANGELES COUNTY CONTRACTOR EMPLOYEE JURY
SERVICE PROGRAM – CERTIFICATION FORM & APPLICATION
FOR EXCEPTION
- 10 CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED
PROPERTY TAX REDUCTION PROGRAM
- 11 CHARITABLE CONTRIBUTIONS CERTIFICATION
- 12 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION AND
ACKNOWLEDGEMENT OF RFSQ RESTRICTIONS
- 13 LABORATORY TEST CATEGORIES
- 14 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY & VOLUNTARY EXCLUSION – LOWER TIERED
COVERED TRANSACTIONS (45 C.F.R. PART 76)
- 15 MEDICAL LABORATORY SERVICES FEE SCHEDULE
- 16 DISCOUNTS AND ADDED CHARGES

VENDOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Page 1 of 2

Please complete, date and sign this form and include it in Section A.1 of the SOQ. The person signing the form must be authorized to sign on behalf of the Vendor and to bind the applicant in a Master Agreement.

1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

Name	State	Year Inc.
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2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name	County of Registration	Year became DBA

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? ____ If yes,

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

Vendor acknowledges and certifies that it meets and will comply with all of the Minimum Qualifications listed in Paragraph 1.4 - Minimum Qualifications, of this Request for Statement of Qualifications (RFSQ), as listed below:

- 1.4.1 Vendor's organization must have five (5) years experience in the business of providing medical laboratory services to hospitals, medical groups, or satellite laboratories.
- 1.4.2 Vendor must possess a valid clinical laboratory license issued by the State of California Department of Health Services.
- 1.4.3 Vendor must be certified by Clinical Laboratory Improvement Act (CLIA) to the complexity of tests performed.
- 1.4.4 Vendor must be accredited by the College of American Pathologists (CAP), or accredited by another agency approved by CAP, to the complexity of tests performed

Check the appropriate boxes:

- ☐ **Yes** ☐ **No** Sub-paragraph 1.4.1, _____ years experience, within the last ____ years
- ☐ **Yes** ☐ **No** Sub-paragraph 1.4.2, Vendor possesses a valid clinical laboratory license issued by the State of California Department of Health Services.
- ☐ **Yes** ☐ **No** Sub-paragraph 1.4.3, Vendor is certified by Clinical Laboratory Improvement Act (CLIA) to the complexity of tests performed.
- ☐ **Yes** ☐ **No** Sub-paragraph 1.4.4, Vendor is accredited by the College of American Pathologists (CAP), or accredited by another agency approved by CAP, to the complexity of tests performed

Applicant further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this SOQ are made, the SOQ may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

Corporation's Name: _____

Address: _____

e-mail address: _____ Telephone number: _____

Fax number: _____

On behalf of _____ (Vendor's name), I _____
(Name of Vendor's authorized representative), certify that the information contained in this Vendor's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature

Internal Revenue Service
Employer Identification Number

Title

California Business License Number

Date

County WebVen Number

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Vendor Name

Vendor Official Title

Official's Signature

VENDOR'S EEO CERTIFICATION

 Company Name

 Address

 Internal Revenue Service Employer Identification Number
GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Vendor has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Vendor periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Vendor has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When areas are identified in employment practices, Vendor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

 Signature

 Date

 Name and Title of Signer (please print)

**FAMILIARITY WITH THE COUNTY
LOBBYIST ORDINANCE CERTIFICATION**

The Vendor certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Vendor organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____

Date: _____

PROSPECTIVE CONTRACTOR REFERENCES

Contractor's Name: _____

List five (5) references where the same or similar scope of services were provided to hospitals, medical groups, or satellite laboratories in order to meet the Minimum Qualifications stated in this solicitation.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	# of Tests Performed Annually
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	# of Tests Performed Annually
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	# of Tests Performed Annually
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	# of Tests Performed Annually
5. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	# of Tests Performed Annually

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Contractor's Name: _____

List of all public entities for which the Contractor has provided service within the last three (3) years. Use additional sheets if necessary.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	# of Tests Performed Annually
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	# of Tests Performed Annually
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	# of Tests Performed Annually
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	# of Tests Performed Annually
5. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	# of Tests Performed Annually

PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS FOR NON-PERFORMANCE

Contractor's Name: _____

List all contracts that have been terminated for *non-performance* within the past three (3) years.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
5. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		

**ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS**

As a threshold requirement for consideration for contract award, Vendor shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Vendor shall attest to a willingness to provide employed GAIN/GROW participants access to the Vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Vendors unable to meet this requirement shall not be considered for contract award.

Vendor shall complete all of the following information, sign where indicated below, and return this form with any resumes and/or fixed price bid being submitted:

A. Vendor has a proven record of hiring GAIN/GROW participants.

_____YES (subject to verification by County) _____NO

B. Vendor is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Vendor is willing to interview qualified GAIN/GROW participants.

_____YES _____NO

C. Vendor is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____YES _____NO _____N/A (Program not available)

Vendor Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Tel.#: _____ Fax #: _____

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Statement of Qualifications is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Vendors, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Vendor is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	

The Vendor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; AND

To the best of its knowledge, after a reasonable inquiry, the Vendor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; AND

The Vendor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: _____	Title: _____
Signature: _____	Date: _____

Date: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ Vendor or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Vendor engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Vendor or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
AND ACKNOWLEDGEMENT OF RFSQ RESTRICTIONS**

- A. By submission of this SOQ, Contractor certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Contractor or competitor for the purpose of restricting competition.
- B. List all names and telephone number of person legally authorized to commit the Contractor.

NAME

PHONE NUMBER

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

- C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

- D. Contractor acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFSQ. Contractor understands that if it is determined by the County that the Contractor did participate as a consultant in this RFSQ process, the County shall reject this SOQ.

Name of Firm

Print Name of Signer

Title

Signature

Date

Laboratory Test Categories

ROUTINE TEST CATEGORY	Contractor intends to provide:	
	YES	NO
General Laboratory Tests		
Cytogenetics		
Cytology		
Electron Microscope		
Endocrinology		
Histopathology		
Immunology		
Microbiology		
Special Infant Immune Response Tests		
Tissue Typing		
Virology		

I hereby certify that my clinical laboratory and its staff shall maintain valid certifications, licensing, and accreditations in conjunction with State, CLIA, and local laws to perform the test categories checked above throughout the term of any resultant contract.

Signature

Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS
(45 C.F.R. PART 76)**

Page 1 of 2

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

1. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Proposer shall provide immediate written notice to the person to whom this proposal is submitted if at any time Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. Proposer agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. Proposer further agrees by submitting this proposal that it will include the provision entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76),” as set forth in the text of the Sample Contract attached to the RFSQ, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Proposer acknowledges that a participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. Proposer acknowledges that a participant may decide the method and frequency by which it determines the eligibility of its principals. Proposer acknowledges that each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
9. Where Proposer and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Proposer shall attach a written explanation to its proposal in lieu of submitting this Certification. Proposer's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Proposer and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the contract which is being solicited by this RFSQ.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

Proposer hereby certifies that neither it nor any of its owners, officers, partners, directors, other principals or subcontractors is currently debarred, suspended proposed for debarment, declared ineligible or excluded from securing federally funded contracts by any federal department or agency.

Dated: _____

Signature of Authorized Representative

Title of Authorized Representative

Printed Name of Authorized Representative

Medical Laboratory Services Fee Schedule

GENERAL LABORATORY TESTS				
I. TESTS SENT ROUTINELY				
CPT Code	TESTS	TEST PRICE	MAX TAT DAYS	ASSAY Production Schedule
	1,25 Dihydroxy			
	25-Hydroxy Vita			
	5'Nucleotidase			
	A1Antitrypsin, feces			
	A-1-Antitryp PH			
	ACE, Serum			
	ACE. CSF			
	Acetylcholine Receptor			
	ACTH			
	Acylcarnitine, Plasma			
	AFP Tumor (CH)			
	Albumin			
	Albumin, CSF			
	Alcohol, Ethanol, Urine			
	Alcohol Isop			
	Alcohol Meth			
	Aldolase			
	Aldolase Urine			
	Aldosterone			
	Aldosterone (U)			
	Alkaline Phos			
	Alk Phos Isoenzyme			
	Allergen, Misc			
	Allergy Panel: Mold Grp 12			
	Allergy Panel: Peds Grp15			
	Allergy Panel: Upper Resp			
	Allergy Panel: Seafood			
	Allergy Panel: Stinging Insect			
	Allergy Panel: Veg Grp			
	Alpha-1-antitrypsin Mutation Analysis			
	Alpha-1-antitrypsin Quantitation			
	ALT			
	Aluminum			
	Amikacin TRO			
	Amikacin pea			
	Amino Acid SC plasma			
	Amino Acids urine			
	Aminolevulinic			
	Amiodarone			
	Amitriptyline			
	Ammonia			
	Amphetamines			

GENERAL LABORATORY TESTS				
I. TESTS SENT ROUTINELY				
CPT Code	TESTS	TEST PRICE	MAX TAT DAYS	ASSAY Production Schedule
	Amylase			
	ANCA			
	ANCA Vasculitides			
	Angiotensin Con, CSF			
	Angiotensin Con, Serum			
	Anti DNASE B			
	Antibiotic Level			
	Anti-Depressant			
	Prenatal type, Rh, Ab Sc			
	Antibody Panel – Prenatal			
	Antibody I.D.			
	Antiphospholipid			
	Antithrombin Time			
	Antithrombin III Activity			
	APCR			
	Arginine Vasopressin Hor			
	Arsenic Blood			
	Arsenic, U			
	ASO			
	AST			
	AVP & Osmolality Urine			
	Basic Metabol			
	BCR/ABL Gene Rearrangement			
	Bence Jones Protein			
	Beta-2-Glycoprotein			
	Bile Acid, Fra			
	Bilirubin Direct			
	Bilirubin Total			
	Bilirubin, Am			
	C-1 Inh Est			
	Cadmium, blood			
	Caffeine			
	Calcitonin			
	Calcium			
	Calcium, Ionized			
	Calculi Analysis			
	Cancer Antigen			
	Cancer Antigen 15-3			
	Cancer Antigen 19-9			

GENERAL LABORATORY TESTS				
I. TESTS SENT ROUTINELY				
CPT Code	TESTS	TEST PRICE	MAX TAT DAYS	ASSAY Production Schedule
	Cancer Antigen 125-11 AB			
	Cancer Antigen 27.29			
	Carbamazepine			
	Carbohydrate			
	Carboxyhemogl			
	Carbamazepine			
	Carbamazepine 10-11 Epoxide			
	Cardiolipin Ig M			
	Cardiolipin SC/RF			
	Cardiolipin IgA			
	Cardiolipin IgG			
	Cardiolipin AB Panel			
	Carnitine F & T			
	Carnitine, Free			
	Carnitine, Free & Total			
	Carotene			
	Catecholamines Plasma Frac & Total			
	Catecholamines Fractionated Random Urine			
	CEA (Chiron)			
	Ceruloplasmin			
	CF Carrier Screen			
	Chloramphenicol			
	Choylglycine			
	Cholesterol Total			
	Chronic Granulomatosis Disease Assay			
	C-I Esterase INH (Funct./RID)			
	Citric Acid (U)			
	Cyclic Citrullinated Peptide			
	CK Isoenzymes PA			
	CK Total			
	Clonazepam			
	Clozapine/Norcl			
	CMP w/o CO2			
	Complement-CH50			
	Complement-C3C			
	Complement-C4C			
	Coag Factor V Activity			
	Coag Factor VII Activity			
	Coag Factor VIII Activity			
	Coag Factor VIII Antigen			

GENERAL LABORATORY TESTS				
I. TESTS SENT ROUTINELY				
CPT Code	TESTS	TEST PRICE	MAX TAT DAYS	ASSAY Production Schedule
	Coag Factor IX			
	Coag Factor X			
	Coag Factor XI			
	Coag Factor XII			
	Cocaine Meta			
	Comp Drug Test			
	Coombs Indirect			
	Copper			
	Copper (U)			
	Coumadin			
	C-Peptide			
	Creatine Random			
	Creatinine			
	CK isoenzymes electrophoresis			
	Creatinine (U)			
	CRP - Cardio			
	Cryofibrinoge			
	Cryoglobulin			
	Cystine, Urine, Quant			
	Cyanide Blood			
	Cyclosporin A			
	Cyclosporin B			
	Cystine (U)			
	Cystine, Plasma Quant			
	D-Dimer			
	DHEA Sulfate			
	Direct Antibody			
	Direct Coombs Test			
	Direct LDL			
	Dopamine, Urine			
	Drug screen			
	Drug screen 7			
	Drug Confirm			
	Electrolytes, Fecal			
	Electrolytes, Plasma			
	electrophoresis, Protein			
	Estradiol Receptor Assay			
	Erythropoiet			
	Erythrocyte Porphyrin			
	Ethanol, Blood			
	Ethosuximide			

GENERAL LABORATORY TESTS				
I. TESTS SENT ROUTINELY				
CPT Code	TESTS	TEST PRICE	MAX TAT DAYS	ASSAY Production Schedule
	Ethylene Glycol			
	Factoc VIII Risto			
	Factor 5 Activity			
	Factor 5 (Leiden Mutation Analysis)			
	Factor 5 Mutation			
	Factor 5 Liedin by PCR			
	Factor 7 Activity			
	Factor 8 A			
	Factor 9			
	Factor 10			
	Factor 11 Activity			
	Factor 13			
	FEP			
	Ferritin			
	Fibrinogen QN			
	Folic Acid, Serum			
	Folic Acid, (RBC)			
	G-6-PD (B)			
	Gabapentin			
	Gamma Glutamyl Transfer			
	Glutamine			
	Gentamicin, pk or trough			
	Glucose,CSF			
	Glucose, PI			
	Gtt 1 hr			
	Glucose, Gest			
	Glucose, Serum			
	Glutamine, CSF			
	Haloperidol			
	Haptoglobin			
	HDL-Cholester			
	Heavy Metals			
	Hemoglobin A1C			
	Hemoglobin (P)			
	Hemoglobin Variant Scr			
	Heparin Induced Throbocytopenia			
	HGB Electroph			
	HGH			
	HIAA, 5-, Urine			
	Homocystine, Serum			
	Homocystine			

GENERAL LABORATORY TESTS				
I. TESTS SENT ROUTINELY				
CPT Code	TESTS	TEST PRICE	MAX TAT DAYS	ASSAY Production Schedule
	Homocystine, Plasma Quant			
	Homocystine, Urine Quant			
	Homocystine,			
	Homovanillic Ac			
	HPV, Hybrid Capture II			
	Hydroxycortic			
	Hydroxyprog, 1			
	Hydroxyproline, Free			
	5-Hydroxyindole Acetic Acid			
	Hydroxyproline, Total			
	IGA (Serum)			
	IGG (Serum)			
	IGG Synjthesis Rate, CSF			
	Imipramine			
	Immunoglobulin A			
	Immunoglobulin D			
	Immunoglobulin G Quantitation			
	Immunoglobulin E			
	Immunoglobulin M			
	Iron (U)			
	Iron Total			
	Isoniazid			
	Ketosteroids 17			
	Kidney STONE			
	Lamotrigine			
	L/S Ratio			
	LD Isoenzymes			
	LDH			
	LDH Fluid			
	Lead Blood			
	Lead, Urine			
	Leukocyte Alk P			
	Leucine Aminopeptidase			
	Levetiracetam			
	LAL Assay Quant			
	Lipase			
	Lipids Total			
	Lipids frac 3			
	Lipids, Fecal, Qual			
	Lipid, Fecal, Quant			
	Lipids, Quant, Plasma			

GENERAL LABORATORY TESTS				
I. TESTS SENT ROUTINELY				
CPT Code	TESTS	TEST PRICE	MAX TAT DAYS	ASSAY Production Schedule
	Lipoprotein Electrophoresis, Serum			
	Lithium			
	Liver Kidney Microsome			
	L/S PG,LBDN			
	LS Ratio			
	Luteinizing H			
	Lysozyme			
	Magnesium Rand			
	Manganese			
	Marijuana 50			
	Mercury Urine			
	Methylmalonic Acid			
	Methylmalonic Acid, Serum Quan			
	Methylmalonic Acid, Urine			
	Microalbumin			
	Microalbumin/ Crea			
	Myoglobin, Serum			
	Myoglobin,UA Rand			
	Nitrogen, total (urine/feces)			
	Nortriptyline			
	Nucleotidase			
	Oligoclonal B			
	Organic Acid Urine			
	Osmolality			
	Osmolality, Stool			
	Osteocalcin			
	Oxalate (U)			
	Oxalic Acid, 24 hr urine			
	Oxcarbazepine			
	PCP by GC/MS			
	Phenylalanine			
	Phenobarbital			
	Phentoin			
	Phenytoin. Free			
	Phosphatidylgly(+12 stat+18 pick-up)			
	Phospholipids			
	Phosphorus, IN			
	Plasma Renin Activity			
	Platelet Factor 4			
	Platelet Anti			
	Platelet Aggregation			
	Pneumocystis			

GENERAL LABORATORY TESTS				
I. TESTS SENT ROUTINELY				
CPT Code	TESTS	TEST PRICE	MAX TAT DAYS	ASSAY Production Schedule
	Porphobilinogen			
	Porphyrins, Frac, Ur,Rand			
	Porphrins, RBC, Frac			
	Porphyrins, Frac, Fecal			
	Potassium, FEC			
	Prealbumin			
	Primidone			
	Progesterone			
	Proinsulin			
	Prolactin			
	Protein S			
	Protein C			
	Protein C,AC			
	Protein Electrophoresis (S)			
	Protein Electrophoresis (U)			
	Protein, Total			
	Prothrombin (Factor II Mutation)			
	Protoporphyrins, Free RBC			
	Protoporphyrins, Zinc			
	Pyruvate (B)			
	Pyruvic Acid			
	Rapid Plasma			
	Reducing Subs, Fecal			
	Renin Activity Plasma			
	RH Type			
	Rheumatoid Factor			
	Ristocetin Cofactor			
	SAP 5			
	Scleroderma			
	Sed Rate Modified Westergren			
	Serotonin (blood)			
	Semen Analysis			
	SHBG			
	Sickle Cell			
	Smooth Muscle Antibody			
	Sodium, FEC			
	Soluble Transferrin Recept			
	Sperm count			
	Sperm, Post Vas			
	Squamous Cell Carci			
	Stone Analysis			

GENERAL LABORATORY TESTS				
I. TESTS SENT ROUTINELY				
CPT Code	TESTS	TEST PRICE	MAX TAT DAYS	ASSAY Production Schedule
	T3, Reverse			
	T3, Total			
	T3 Uptake			
	T4 (Thyroxine) Total			
	Tarolimus			
	TBG			
	Testosterone, Free and Total			
	Testosterone Total			
	Thin Section			
	Thiocyanate			
	Thyroglobulin			
	Thyroid Perox			
	Thyroglobulin, Quant			
	TSH, Ultra-SE			
	Tobramycin, P			
	Tobramycin, T			
	Topiramate			
	Triglycerides			
	Trypsin, Serum			
	Tyrosine			
	Very Low Density Lipoprot			
	VMA (U) Vanillymandelic			
	VMA (24h) Acid			
	VMA (Random)			
	Urea Nitrogen			
	Uric Acid			
	Valporic Acid			
	Viscosity			
	Vitamin A			
	Vitamin B1			
	Vitamin B6			
	Vitamin E			
	Von Willebrand Antigen			
	Von Willebrand Multimers			
	Warfarin			
	Widal Evaluation, SaL			
	Yeast Mic			
	Yeast Mic Bill			
	Zinc Blood			
	Zinc			

GENERAL LABORATORY TESTS				
II. STAT TESTS				
CPT Code	TESTS	TEST PRICE	MAX TAT DAYS	ASSAY Production Schedule
	CK Isoenzyme			
	CK, Total			
	Fetal Fibronectin			
	L/S Ratio			
	L/S, PG			
	TSH			
	Ammonia, Plasma			
	Amylase, Serum			
	Bicarbonate (CO2 Cont)			
	Chemistry Panel			
	Chloride			
	CBC w/diff			
	CPK, Total			
	CPK, Isoenzyme			
	Fibrinogen			
	Iron, Serum			
	Lactic Acid			
	LDH Isoenzymes			
	Lithium			
	L/S Ratio			
	Magnesium			
	Osmolality			
	APTT			
	Potassium			
	Prothrombin time			
	Sed Rate, Mod West			
	Sodium			
	Urinalysis			
	Acetaminophen			
	Chlordiazepoxide			
	Cholinesterase (Plasma)			
	Cocaine, Urine			
	Codeine, Morphine, Heroine(Opiates)			
	Diazepam			
	Digoxin			
	Etchlorvynol			
	Ethosuximide			
	Gentamicin			
	Gluethimide			
	Heavy Metal Screen(Ur)			

GENERAL LABORATORY TESTS				
II. STAT TESTS				
CPT Code	TESTS	TEST PRICE	MAX TAT DAYS	ASSAY Production Schedule
	Isoniazide			
	Lidocaine			
	Meprobamate			
	Methadone, Ur,Qual			
	Methaqualone			
	Methypylon			
	N-Acetylprocainamide (with Procainamide)			
	Netilmicin			
	PCP, Urine, Qual			
	Phenobarbital (Serum)			
	Phenothiazine, Ur, Qual			
	Phenobarbital (Serum)			
	Phenothiazine			
	Phenytoin			
	Primidone			
	Procainimide			
	Propoxyphene, Ur,Qual			
	Quinidine			
	Rapid Urine Drug Scr			
	Salicylate			
	Substance of Abuse Pnl (To include:			
	Amphetamine, Barbituates			
	Cannabinoids, Cocaine			
	Metabolite, Opiates,			
	PCP and Volatiles)			
	Theophylline			
	Tobramycin			
	Tricyclic Urine Screen and Quant			
	Valproic Acid			
	Vancomycin			
	Cell Count, CSF			
	Protein, CSF			
	Glucose, CSF			
	Vitamin B2			
	Vitamin B12			
	Vitamin D			
	Vitamin D, 25 Hydroxy			
	Platelet AB Indirect (IgG)			
	C-Reactive Protein			

OVERFLOW TEST LIST
MAXIMUM VOLUME OF TESTS OR SERVICES TO BE SENT OUT PER
MONTH
ONLY IF CAPACITY OF COUNTY LABORATORY(S) IS EXCEEDED

GENERAL LABORATORY TESTS				
III. OVERFLOW TEST LIST				
CPT Code	TESTS	TEST PRICE	MAX TAT DAYS	ASSAY Production Schedule
	Acid Phosphatase			
	Albumin			
	Alkline Phosphatase			
	Alpha-1-antitrypsin			
	ALT			
	Ammonia			
	Amylase			
	AST			
	Bicarbonate			
	Bilirubin-Amniotic Fld			
	Bilirubin-direct			
	Bilirubin-Total			
	Chemistry Panel			
	Blood Bank			
	Patient Type,RH Ab scr			
	Crossmatches			
	Type, Rh & Dir Coombs			
	Type, Rh,Ab Sc-Donor			
	Antibody ID			
	Prenatal Type,Rh, Ab Sc			
	Antibody Panel-Prenatal			
	Direct Coombs test			
	Elutions			
	Antiglobulin Ab Titers			
	Direct Agglut.			
	Indirect Agglut			
	Washing Packed RBC			
	CA-125			
	Calcium			
	CEA			
	Cardiovascular Eval			
	Chloride			
	Cholesterol			
	CK			
	CK Isoenzymes			
	CBC w/diff			
	CRP			
	Creatinine, Serum			
	Cyclosporine			
	Cytochemical Staining			

OVERFLOW TEST LIST
MAXIMUM VOLUME OF TESTS OR SERVICES TO BE SENT OUT PER
MONTH
ONLY IF CAPACITY OF COUNTY LABORATORY(S) IS EXCEEDED

GENERAL LABORATORY TESTS				
III. OVERFLOW TEST LIST				
CPT Code	TESTS	TEST PRICE	MAX TAT DAYS	ASSAY Production Schedule
	Ferritin			
	Fibrinogen			
	Folic Acid			
	Glucose, Serum			
	Hgb A1C			
	Iron, Serum			
	Iron Binding Capacity			
	Lactic Acid			
	LDH			
	LDH Isoenzymes			
	Lead, blood			
	Lipase			
	Lithium, Serum			
	Lithium, Rbc Ratio			
	Magnesium			
	5-Nucleotidase			
	Osmolality			
	Phosphate			
	Phosphatidyl Glycerol			
	Platelet Count			
	Porphobilinogen			
	Potassium			
	Prothrombin			
	Reticulocyte Count			
	Sed Rate			
	Sodium			
	Total Protein, CSF			
	Total Protein, Serum			
	Total Protein, Urine			
	Triglyceride			
	Urea Nitrogen			
	Uric Acid			
	Urinalysis			
	Vitamin B12			
	Zinc, Serum			
	Acetaminophen			
	Alcohol(Ethyl, Methyl Isopropyl)			
	Amikacin			
	Amitriptyline Urine			
	Amphetamine, Ur, Qual			
	Arsenic (blood)			

OVERFLOW TEST LIST
MAXIMUM VOLUME OF TESTS OR SERVICES TO BE SENT OUT PER
MONTH
ONLY IF CAPACITY OF COUNTY LABORATORY(S) IS EXCEEDED

GENERAL LABORATORY TESTS				
III. OVERFLOW TEST LIST				
CPT Code	TESTS	TEST PRICE	MAX TAT DAYS	ASSAY Production Schedule
	Barbiturates(Quant&ID)			
	Benzodiazepine			
	Cannabinoids, Ur, Scr			
	Carbamazepine			
	Chloral Hydrate, Urine			
	Chlordiazepoxide			
	Cholinesterase (Plasma)			
	Cocaine, Urine			
	Codeine, Morphine,			
	Heroin(Opiates)			
	Diazepam			
	Digoxin			
	Etchlorvynol			
	Ethosuximide			
	Gentamicin			
	Gluethimide			
	Heavy Metal Screen(Ur)			
	Isoniazide			
	Lidocaine			
	Meprobamate			
	Methadone, Ur,Qual			
	Methaqualone			
	Methypylon			
	N-Acetylprocainamide(with Procainamide)			
	Netilmicin			
	PCP, Urine, Qual			
	Phenobarbitol (Serum)			
	Phenothiazine, Ur, Qual			
	Phenobarbitol (Serum)			
	Phenothiazine			
	Phenytoin			
	Primidone			
	Procainimide			
	Propoxyphene, Ur,Qual			
	Quinidine			
	Rapid Urine Drug Scr			
	Salicylate			
	Substance of Abuse Pnl			
	(To include:Amphetamine, Barbituates, Cannabinoids, Cocaine, Metabolite, Opiates, PCP and Volatiles)			

OVERFLOW TEST LIST
MAXIMUM VOLUME OF TESTS OR SERVICES TO BE SENT OUT PER
MONTH
ONLY IF CAPACITY OF COUNTY LABORATORY(S) IS EXCEEDED

GENERAL LABORATORY TESTS				
III. OVERFLOW TEST LIST				
CPT Code	TESTS	TEST PRICE	MAX TAT DAYS	ASSAY Production Schedule
	Theophylline			
	Tobramycin			
	Tricyclic Urine Screen and Quant			
	Valproic Acid			
	Vancomycin			
	Brain Natriuretic Peptide			
	CCP AB, IGG			
	CENTROMERE A			
	FACTOR IX AC			
	FRUCTOSAMINE			
	IGFBP-3			
	IGF-I			
	MAG IGM			
	RAPAMYCIN			
	TBII-THYRO			
	VZV IGG AB			

CYTOGENETICS TESTS				
I. TESTS SENT ROUTINELY				
CPT Code	TESTS	TEST PRICE	MAX TAT DAYS	ASSAY Production Schedule
	Chromosome Amniotic Fluid			
	Chromosome Blood			
	Chromosome Breakage			
	Chromosome Breakage Analysis			
	Chromosome Hema Malignancy			
	Chromosome , Periph			
	Chromosome Solid Tumor			
	Chromosome Study & AFP			
	Chromosome, High Resolution			
	Chromosome Tissue			
	Cystic Fibrosis, DNA Probe			
	Fish DI George			
	Fish POC			
	Fish Prader Willi			
	Fish Burkitt			
	Fish Williams Syn			
	Fragile X			
	Fragile X DNAw/Chrom. Blood			
	Leukocyte/Lymph Phenotyping			
	Prothrombin Maturation			
	FISH Prenatal Screen			
	Duch. Muscular Dystrophy			
	FISH Her			
	BRCA1-2			
	Cystic fibrosis Mutation Anal			
	Muscular Dystrophy Mutation			
	Thalassemia Mutation Anal			
	Hemophilia A & B Mutation Anl			
	Neurofibromatosis I Mutation			

CYTOGENETICS TESTS III. OVERFLOW TEST LIST				
CPT Code	TESTS	TEST PRICE	MAX TAT DAYS	ASSAY Production Schedule
	Chromosome Amniotic Fluid			
	Chromosome Blood			
	Chromosome Breakage			
	Chromosome Breakage Analysis			
	Chromosome Hema Malignancy			
	Chromosome , Periph			
	Chromosome Solid Tumor			
	Chromosome Study & AFP			
	Chromosome, High Resolution			
	Chromosome Tissue			
	Cystic Fibrosis, DNA Probe			
	Fish DI George			
	Fish Prader Willi			
	Fish Williams Syn			
	Fragile X			
	Fragile X DNAw/Chrom. Blood			
	Leukocyte/Lymph Phenotyping			
	Prothrombin Maturation			
	FISH Prenatal Screen			
	Duch. Muscular Dystrophy			
	FISH Her			
	BRCA1-2			
	Cystic fibrosis Mutation Anal			
	Muscular Dystrophy Mutation			
	Thalassemia Mutation Anal			
	Hemophilia A & B Mutation Anl			
	Neurofibromatosis I Mutation			

CYTOLOGY AND HISTOPATHOLOGY TESTS				
I. TESTS SENT ROUTINELY				
CPT Code	TESTS	TEST PRICE	MAX TAT DAYS	ASSAY Production Schedule
	Biopsy Exam 1 Part			
	Biopsy Exam 2 Part			
	Biopsy Exam 3 Part			
	PAP Smear – Conventional			
	PAP Smear – Thin Prep			
	HPV(molecular gen-probe)			
	Chlamydia(molecular gen-probe)			
	GC (molecular gen-probe)			
	NON-GYN			
	Smear: Brushings			
	Stain and Screen			
	Fluids: Process, Stain and screen			
	Pulmonary Specimens			
	Fluids Including:			
	Gastric, Esophageal			
	Body Cavity fluids, CSF,			
	Urine Specimens &			
	Other Fluids-Unspecified			
	HISTOPATHOLOGY			
	TISSUE SPECIMENS			
	INCLUDING:			
	Cervical Bx, ECC, EMC			
	POC, Skin Bx			
	Fallopian Tube section			
	Vasectomy Specimen			
	Cervical Conization			
	FINE NEEDLE ASPIRATION			
	Processing only to include:			
	Cell block, slide prep & staining			
	Bone, Cartilage			
	Nasal, Podiatry Specimen			
	Oral Bx, Dental			
	Nasal Polyps			
	Tonsils, Adenoids			
	Gastrointestinal Bx			
	Bone, Cartilage			
	Nasal, Podiatry Specimen			
	Oral Bx, Dental			
	Nasal Polyps			
	Tonsils, Adenoids			
	Gastrointestinal Bx			
	Hernia Sac			
	Soft Tissue Specimens			

CYTOLOGY AND HISTOPATHOLOGY TESTS				
I. TESTS SENT ROUTINELY				
CPT Code	TESTS	TEST PRICE	MAX TAT DAYS	ASSAY Production Schedule
	(Tendon Sheaths, Nerve			
	Fragments, Ganglion Cysts)			
	Foreign Body-Orthopedic			
	Appliance (gross &			
	microscopic)			
	Gross Specimen Exam			
	Tissue Biopsy-Unspecified			
	Tissue Leukemia/Lymphoma W/U*			
	PCR Gene Rearrangement			
	EM PROCESS			
	PRINT EM NEGATIVES			
	*Tissue Leukemia/Lymphoma Work Up:			
	Special Stains Group I			
	Special Stains Group II			
	Immuno Stains			
	Slide Consult 24/7			
	Flow Cytometry according to following CPT designations			
	One marker			
	Additional marker			
	2-8 markers			
	9-15 markers			
	16 or more markers			

CYTOLOGY AND HISTOPATHOLOGY TESTS III. OVERFLOW TEST LIST				
CPT Code	TESTS	TEST PRICE	MAX TAT DAYS	ASSAY Production Schedule
	Biopsy Exam 1 Part			
	Biopsy Exam 2 Part			
	Biopsy Exam 3 Part			
	PAP Smear			
	NON-GYN			
	Smear: Brushings			
	Stain and Screen			
	Fluids: Process, Stain and Screen			
	Pulmonary Specimens			
	Fluids Including:			
	Gastric, Esophageal			
	Body Cavity fluids, CSF,			
	Urine Specimens &			
	Other Fluids-Unspecified			
	EM PROCESS			
	PRINT EM NEGATIVES			
	Special Stain Group I – 88312			
	Special Stains for Micro-organisms			
	Acid Fast Bacteria / Ziehl-Neelson			
	Fite (Mycobacterium Leprosy Bacilli and Mycobacterium Avium Intracellular)			
	Giemsa – PAS			
	Gram (Brown and Brenn for gram – and gram +)			
	Mucicamine (Mucin and Cryptococcus) I Mucin Stain			
	Tzanck Prep (HSV)/(Varicella)			
	Silver's Special Stains for Micro-organisms			
	GMS (Grocotts Methenamine Silver, for fungus and PCP)			
	Modified STEINER for Spirochetes, Donovan Bodies, Legionnaires disease, cat scratch)			
	(STEINER stain is the same as Warthin – Starry)			
	Special Stain Group II – 88313			
	Special Stains for Fibers and Granules			
	Argentaffin (for granules Control Appendix) FONTANA-MASSON REACTION			
	Agyrophil granules GRIMELIUS STAIN			
	Bleach for Melanin			
	Gomori Methenamine silver for Urates Crystals			

CYTOLOGY AND HISTOPATHOLOGY TESTS				
III. OVERFLOW TEST LIST				
CPT Code	TESTS	TEST PRICE	MAX TAT DAYS	ASSAY Production Schedule
	Jones's Method for Kidney			
	Luxol Fast Blue			
	(Same as Kluver and Barrera neuron Stain for neuron fibers)			
	PTAH (Neurofibers, striations of muscle, epithelioglial, fibers and fibrin)			
	Reticulum			
	Von Kossa (for Calcium)			
	Other Group I1			
	Acridin Orange (RNA, DNA, Fungi)			
	Alcian Blue (Mucous Substances)			
	Belschowsky			
	Bile			
	Colloidal Iron (Acid mucosubstances and mucins)			
	Congo Red (Amyloid)			
	Copper (Rhodanine Method)			
	Crystal Violet (Metachromatic stain for amyloid)			
	EMT			
	EVG (Elastic Van Gieson's Method)			
	Feulgen (DNA)			
	Genta			
	Hyaluronidase/ Alcian Blue (Enzyme)			
	Iron (Prussian Blue)			
	Methyl Green Pyronine (MGP) DNA, RNA			
	PAS-Orange G (Technique for Pituitary)			
	PAS s (Periodic Acid Schiffs Reaction)			
	PAS c (Diastase)			
	Trichrome Masson			
	Toluidine Blue (metachromatic stain)			
	Wright Stain			
	CPT CODE: 88342			
	Epithelial Markers			
	Pankeratin			
	Low MW Keratin(CAM52)			
	High MW Keratin (Ker904)			
	Keratin 7			
	Keratin 19			
	Keratin 20			
	B72.3			
	CAI99			
	CAI25			
	CDIS(Leu MI)			
	CEA (polyclonal)			
	CEA (monoclonal)			

CYTOLOGY AND HISTOPATHOLOGY TESTS				
III. OVERFLOW TEST LIST				
CPT Code	TESTS	TEST PRICE	MAX TAT DAYS	ASSAY Production Schedule
	Epithelial Membrane Antigen (EMA)			
	GCDFP15 (FPI5)			
	Milk Fat Globulin			
	MUCI			
	Neuroendocrine Markers			
	Chromogranin A (CG)			
	Neurone Specific Enolase (NSE)			
	Synaptophysin			
	Prostate Markers			
	PAP			
	PSA			
	Keratin 903			
	Melanoma Markers			
	HMB45			
	Mart1			
	S100			
	Mesenchymal Tumor Markers			
	CD31			
	CD34			
	Desmin			
	GFAP			
	Factor VIII-related Ag			
	Muscle-Specific Actin (MSA. 11HF35)			
	Myoglobin			
	Smooth Muscle Actin, alpha (SMA)			
	Neurofilaments			
	S100			
	Vimentin			
	Microrganisms			
	Adenovirus			
	CMV			
	EBV, LMP			
	EBV, EBER (ISH)			
	Helicobacter Pylori			
	Herpes Simplex 1.11			
	Hep B Core Antigen			
	Hep B Surface Antigen			
	HHV8			
	HPV 6/11, 16/18, 31/33;51 (ISH)			
	SV40Endocrine Markers			
	ACTH			
	Calcitonin			
	Gastrin			
	Glucagon			

CYTOLOGY AND HISTOPATHOLOGY TESTS				
III. OVERFLOW TEST LIST				
CPT Code	TESTS	TEST PRICE	MAX TAT DAYS	ASSAY Production Schedule
	HCG			
	Insulin			
	Pancreatic Polypeptide			
	Parathyroid Hormone			
	Prolactin			
	Scrotonin			
	Somatoslatin			
	Thyroglobulin			
	Vasoactiveintestinal Polypeptide			
	Other Markers			
	Alpha-I –Antitrypsin			
	Alpha-1-Antichymotrypsin			
	AlphaFetoProtein			
	Blood Group ABH			
	Cairetnin			
	Calponin			
	CerbB2/Her2			
	cKit (CDI 17)			
	Ecadherin			
	EGFR			
	ER/PgR Receptors			
	Inhibin			
	K167 (MIBI) Proliferative			
	Index			
	Laminin			
	P27			
	P53 Wildtype & Mutant			
	Placent Lactogen			
	K13/CD99			
	(Ewings.PNET.LBL)			
	Trypsin/Trypsinogen			
	TTF1			
	Ubiquitin			
	Breast Prognostic Markers			
	Estrogen Receptors			
	Progesterone Receptors			
	p53 Wildtype & Mutant			
	Cerb B2/Her2			
	Others			
	p16			
	CA9			
	Lymphoid Markers (Paraffin)			
	CD45 Common Leukocyte			
	B-Cell Markers			
	Kappa/Lambda Light Chains			
	IgG Heavy Chains			
	IgM Heavy Chains			

CYTOLOGY AND HISTOPATHOLOGY TESTS				
III. OVERFLOW TEST LIST				
CPT Code	TESTS	TEST PRICE	MAX TAT DAYS	ASSAY Production Schedule
	IgA Heavy Chains			
	CD20. Pan B			
	CD23			
	CD79n			
	TCLI			
	T-Cell Markers			
	CD2			
	CD3			
	CD4			
	CD5			
	CD7			
	CD8			
	CD43			
	CD45RO (UCHLI)			
	Beta FI TOR			
	Granzyme B			
	TIAI			
	Other Hemaopoietic Markers			
	ALK			
	bel1			
	bel2			
	BCL6			
	Cdla			
	CD10 CALLA			
	CD15 (Leu M10)			
	CD21 Dendritic Cell			
	CD30 (BerH2)			
	CD34			
	CD57			
	CD68 (PGMI)			
	DBA44 Hairy Cell Leukemia			
	Fascin			
	Lysozyme			
	Mast Cell Tryptase			
	Myeloperoxidase			
	PBO			
	Plasma Cell Antigen (PCA)			
	TdT			
	Lymphoid Markers (Frozen)			
	Routine B & T Panel (K, L,CD20			
	CD23, bel2, DRC, CD3, CD5, CD10)			
	B & Expanded T-Cell Panel			

ENDOCRINOLOGY TESTS I. TESTS SENT ROUTINELY				
CPT Code	TESTS	TEST PRICE	MAX TAT DAYS	ASSAY Production Schedule
	17-Hydroxyprogesterone			
	17-Ketosteroids, Urine			
	17-Ketosteroids, Fract, U			
	ACTH			
	Aldosterone (U)			
	Aldosterone , Serum			
	Amylase Isoenzymes (SK)			
	Androstenedione			
	Antidiuretic Hormone			
	Anti-Insulin Ab			
	Beta HCG, Qual			
	Beta Hcg, Quant			
	Beta HCG, Limited Quant			
	Catechol, F&T			
	Catecholamine			
	Catecholamines, Frac. Urine			
	Catecholamines, UA			
	C-Peptide			
	Cortison, Urine			
	Cortisol, Free			
	Cyclic-AMP, Urine			
	DHEA Sulfate			
	DHT, 5-Alpha			
	Erythropoietin			
	Estradiol			
	Estrone			
	Estrogen, Serum			
	Estrogen, Fraction, Serum			
	Estrogen-Progesterone			
	Follicle Stimulative Horm			
	Gastrin			
	Growth Hormone			
	Luteinizing Hormone			
	Insulin			
	Insulin –Like			
	Insulin 3SP			
	Insulin –Like GR			
	Insulin Like Growth			
	Metanephrines urine			
	Metanephrines plasma			
	PTH- Intact			

ENDOCRINOLOGY TESTS I. TESTS SENT ROUTINELY				
CPT Code	TESTS	TEST PRICE	MAX TAT DAYS	ASSAY Production Schedule
	PTH C-Termin			
	PTH Intact with Calcium			
	PTH Related Protein			
	Parathyroid Hormone			
	Thyroglobulin			
	Progesterone			
	Prolactin			
	Renin Activity			
	Somatomedin-C			
	Thyroid Stimulating Immu			
	TSIG			
	Thyroxine Free, Serum, EQ			
	T4			
	T3 Uptake			
	T3,free			
	Testosterone			
	Testosterone, Free			
	TSH Receptor AB			
	TSH			
	TSH Ultra Sensitive			
	Transferrin			
	Vitamin A			
	Vitamin B1 (P)			
	Vitamin B1 Pyro			
	Vitamin B6			
	Vitamin C			
	Vitamin D, 1,25-dihydroxy			
	Vitamin D, 25-dihydroxy			
	Vitamin E			
	VMA/HVA			
	VMA, 24 hr urine			
	VMA, Random Urine			

ENDOCRINOLOGY TESTS III. ENDOCRINOLOGY OVERFLOW				
CPT Code	TESTS	TEST PRICE	MAX TAT DAYS	ASSAY Production Schedule
	BETA HCG, Qual			
	BETA HCG, Quant			
	BETA HCG, Lim Qnt			
	C-Peptide			
	Cortisol			
	DHEA Sulfate			
	Estradiol			
	FSH			
	Growth Hormone			
	Lutenizing Hor			
	Parathyroid Hor			
	Progesterone			
	Prolactin			
	T4			
	T3 Uptake			
	T3			
	Testosterone			
	TSH			

IMMUNOLOGY TESTS I. TESTS SENT ROUTINELY				
CPT Code	TESTS	TEST PRICE	MAX TAT DAYS	ASSAY Production Schedule
	Acetylcholine Receptor			
	ACHR Binding AutoABS			
	ACHR Blocking AutoAbs			
	ACHR Modulating AutoAbs			
	Adrenal AutoABS			
	Alpha-2 Macroglobulin			
	Amebiasis Antibody			
	ANA			
	Anti-Adrenal Antibody			
	Anti-Cardiolipin Ab			
	Anti-DNA Single Strand Ab			
	Anti-DNA Double Strand Ab			
	Anti-Histone Antibody			
	Anti-Hyaluronidase Ab			
	Anti-Islet Antibody			
	Anti-Jo- Antibody			
	Anti-Mitochondrial Antibody			
	Anti-Neuronal			
	Anti-Parietal Cell Antibody			
	Anti-Platelet Antibody			
	Anti-Scleroderma Antibody			
	Anti-Sm/RNP Antibody			
	Anti-Streptokinase Antibody			
	Anti-Streptolysin "O" Antibody			
	Anti-Striated Muscle Antibody			
	Anti-Thyroglobulin Antibody			
	Anti-Thyroid Ab (thyroglobulin&Microsomal)			
	Beta-2-Microg			
	Campylobacter Jejenum Antibody			
	Centromere Antibody			
	CH50			
	Cold Hemagglu			
	Complement C-1 Esterase Inhibitor			
	Complement C-1Q Binding			
	Complement C-1Q Complex			
	Complement 2			
	Complement 3			
	Complement 4			
	Complement Fixation			
	Complement Functional			
	Cyclic Citrullinated Peptide Antibody, IgG			

IMMUNOLOGY TESTS I. TESTS SENT ROUTINELY				
CPT Code	TESTS	TEST PRICE	MAX TAT DAYS	ASSAY Production Schedule
	Diphtheria/Tetanus AB Titer			
	DNA Index and Analys			
	Dnase B Ab			
	dsDNA (Native) Ab IFA			
	Endomysial IgA			
	Endomysial AB			
	Entamoeba Histolytica AB, ELISA			
	Ganglioside GQ1B Auto			
	Ganglioside Monosiali			
	GBM Ab			
	Giardia Ag DE			
	Gliadin Ab I			
	Gliadin IgG & IgA Abs			
	Glutamic Acid Decarboxylase-65 Autoantibody			
	GQ 16 antibodies, EIA			
	H. Pylori IgG			
	H. Pylori IgA			
	HCG Total			
	HCG Serum ,Quant			
	Helicobacter Pylori Antigen, Stool			
	Helicobacter Pylori Panel, IgG, IgA, IgM			
	Hep A IgM AB			
	Hepatitis A Total Antibody			
	Hep Delta RNA by PCR			
	Hepatitis B Surface Antigen/ Ab			
	Hep B Core Total Antibody			
	Hep B Core IgM			
	Hepatitis B Viral DNA by Hybrid			
	HBV DNA PCR			
	HBV DNA, Quant			
	Hepatitis Be Antigen			
	Hepatitis Be Antibody			
	Hepatitis C Antibody with Reflex to RIBA			
	Hepatitis C Viral RNA, Qual			
	Hepatitis Virus RNA UltraQ			
	Hepatitis C Viral RNA, quant			
	Hepatitis C Viral Geneotype			
	Hepatitis C Antibody			
	Hepatitis Delta Antibody,IgG			
	Hepatitis Delta Antibody,IgM			
	Hepatitis Delta Antigen			
	Hepatitis E Viral RNA			
	Hepatitis E Antibody, IgG			

IMMUNOLOGY TESTS I. TESTS SENT ROUTINELY				
CPT Code	TESTS	TEST PRICE	MAX TAT DAYS	ASSAY Production Schedule
	Hepatitis E Antibody, IgM			
	Heterophile antibody			
	Histone Antibody			
	Histone H2A-H2B			
	Histoplasma			
	Histoplasma Antigen			
	Histoplasma Ag, Urine			
	Histoplasma Antigen, UA			
	HLA B27 Typing			
	Hla B27 Antico			
	HLA Complete A B C			
	HLA DR Typing			
	HLA Typing (A,B,C,)			
	HLA-B27 Antigen			
	HTLA I/II IgG AB			
	HTLV I / II Ab IB			
	HTLV 1 & 2			
	Hypersens Pneumonitis I			
	Immune Complex assay			
	Immuno fixation			
	Immunoglobulin C3/C4			
	Immu IgM, IgG, IgA, IgE Serum			
	Immun, Serum/CSF, Quant			
	Immunodef Scr(T11,T4,T8 H/S)			
	Intrinsic Fact Blocking ABS			
	Intrinsic Fact			
	Islet Cell Ab, IgG			
	Islet Cell AutoAbs Eval			
	JC Virus DNA DetectR			
	Jo-I IgG Atoabs			
	JC Virus DNA DetectR			
	Jo-I IgG Atoabs			
	Leuk/Lymph, Eval, Blood			
	Leuk/Lymph,Eval, BM			
	Lymphoma/Leukemia Panel			
	LKM Ab			
	L pneumonia Ag			
	Lupus Anticoag			
	MHA-TP			
	Mitochondrial Total AutoAbs			
	Mitochondrial			
	Myelin Associate Glycoprotein, IgM			
	Myelin Basic PR			

IMMUNOLOGY TESTS I. TESTS SENT ROUTINELY				
CPT Code	TESTS	TEST PRICE	MAX TAT DAYS	ASSAY Production Schedule
	Neuronal Nuclear Ab			
	Neutrophil Cytoplasmic Ab IgG			
	n Gonorrhea, DNA			
	Pan-Anca Eval			
	Parietal Cell Antibody Reflex Titer			
	Parietal Cell ABS, Total			
	Parieta Cell			
	Phoshatidylserine Antibody, IGG, IGM, IGA			
	Protein Electrophoresis-CSF			
	Protein Electrophoresis-Serum			
	Protein Electrophoresis-Urine			
	PSA Panel			
	PSA Total			
	RAST – Cockroach			
	RAST – Cows Milk			
	RAST – Egg/white			
	RAST – Fish Mix FX74			
	RAST – Food Panel			
	RAST Food Panel IgG			
	RAST House Dust Mix HX2			
	RAST – Pediatric Food			
	RAST – Single Allergen			
	RAST – Soybean			
	RAST – West Coast Food Panel			
	RAST – Alternaria Tenuis IgE			
	RAST – Animal Feathers Mix			
	RAST – Cat			
	Rast – Penicillum Brevic			
	RAST – Wheat			
	Scleroderma 70 Antibody			
	Thyroid Peroxidase Antibody			
	Tissue Transglutaminase Anhtibody, IgA			
	West Nile Antibody Panel			

IMMUNOLOGY TESTS III. IMMUNOLOGY OVERFLOW TESTS				
CPT Code		TEST PRICE	MAX TAT DAYS	ASSAY Production Schedule
	Alpha 2 Macroglobulin			
	Anti-Nuclear Ab (ANA)			
	Coccidioides Serology			
	Cold Agglutinins			
	Helper/Suppresor Ratio			
	Hepatitis A Ab			
	Hepatitis A Total Ab			
	Hepatitis Surface Antigen			
	Hepatitis B Surface Ab			
	Hepatitis B Core Total Ab			
	Hepatitis Be Antigen			
	Hepatitis Be Antibody			
	Hepatitis C Antibody			
	Heterophile Ab			
	HIV Antibody			
	HIV Conf by Western Blot			
	HLA B27 Typing			
	HLA A, B, C, Phenotype			
	Hla DR Phenotype			
	HTLV I Ab			
	Immunoglobulin C3			
	Immunoglobulin C4			
	Immunoglobulin IgG			
	Immunoglobulin IgM			
	Immunoglobulin IgA			
	Immunoglobulin IgE			
	Immunoglobulins, Quant,Ser			
	Lymphoma/Leukemia Panel			
	MHA_TP			
	Protein Electrophoresis-CSF			
	Protein Electrophoresis-Serum			
	Protein Electrophoresis-Urine			
	P24 Antigen (HIV)			
	Rubella AB Screen			
	Rheumatoid Factor			
	RPR			
	T&B Cell Subsets (Flow)			
	Transferrin			

MICROBIOLOGY AND VIROLOGY TESTS				
I. TESTS SENT ROUTINELY				
CPT Code	TESTS	TEST PRICE	MAX TAT DAYS	ASSAY Production Schedule
	ADENOVIRUS SEROLOGY			
	AMEBIASIS SEROLOGY			
	AMPHOTERICIN B LEVEL			
	AMPHOTERICIN B MIC			
	ARBOVIRUS SEROLOGY			
	ASPERGILLOSIS SEROLOGY			
	AFB MTB PCR			
	B. HENSELAE IGG & IGM			
	Bacterial Antigen Detection			
	Bartonella IgG, IgM			
	Blastomyces Total Ab (DD)			
	Brucella Ab			
	B Burgdorferi IgG, IgM			
	B2GPI			
	C. Jejuni Total Ab (CF)			
	CENTROMERE AB, IFA			
	CANDIDA SEROLOGY			
	CHLAMYDIA Serology			
	Chlamydia Culture			
	CLOSTRIDIUM DIFFICILE CULT			
	CLOSTRIDIUM DIFFICILE TOXIN			
	COCCICIOIDES SEROLOGY			
	CRYPTOCOCCUS ANTIBODY			
	CRYPTOCOCCUS ANTIGEN			
	CRYPTOCOCCUS ANTIGEN, CSF			
	CMV DNA Qualitative			
	CMV DNA Ultraquant			
	CMV IgG/IgM by EIA, blood			
	CMV Culture			
	CMV Serology			
	Coxsackie A & B			
	Cysticercus IgG Ab CSF			
	Cysticercus IgG Ab Serum			
	Cytomegalovirus DNA			
	Diphtheria/Tetanus Ab Titer			
	EBV Ab to Viral Capsid Ag, IgG			
	EBV Ab to Viral Capsid Ag, IgM			
	EBV by PCR			
	EBV DNA Ultraquant			
	Echinococcus			
	Echovirus			
	Fecal Fat, Qual			
	Febril Agglutinins			

MICROBIOLOGY AND VIROLOGY TESTS				
I. TESTS SENT ROUTINELY				
CPT Code	TESTS	TEST PRICE	MAX TAT DAYS	ASSAY Production Schedule
	5-FLUOROCYTOSINE LEVEL			
	5-Fluorocytosine MIC			
	Fluorescent Treponemal Ab			
	FTA-ABS			
	Fungal Identification			
	Hanta Virus			
	Herpes Simplex Virus			
	Herpes 1&2 DNA, PCR			
	Herpes Culture			
	HIV 1 RNA Quant Real Time PCR			
	HIV-1 DNA, Qual, PCR			
	HIV-1 GenotypeR			
	HIV PHENOTYPING			
	HIV 1,2 ABS W/RFX x 1B			
	HIV SCR –WB CO			
	HIV Antigen Serum			
	HIV DNA PCR			
	HIV Ab Conf by Western Blot			
	HIV Antigen (P24)			
	Ketoconazole MIC			
	HPV Scr.& Type			
	HSV DNA By PCR			
	HSV I & II Abs, IgG			
	HSV I & II Abs, IgG/IgM			
	HSV I & II Abs, IgM			
	HSV I & II IGM			
	HSV I & II Igg			
	Legionella Antibody			
	Legionella AB IgG/IgM EIA			
	Legionella Antigen, Urine			
	Leptospira Antibodies			
	Lyme Ab			
	Lyme Abs Detection			
	Lyme Abs IgG/ IgM-West-Block			
	Lyme Ab Early w/Rfx			
	Miconazole			
	Measles, immunity			
	Measles IGG IFA			
	Mumps Virus 1			
	MUMPS IgG AB by EIA			
	MUMPS Antibody Panel, IFA			
	MUMPS IgG by IFA			
	Mycobacterial DNA detection			
	Mycoplasma Pneum Ab, IgM			

MICROBIOLOGY AND VIROLOGY TESTS				
I. TESTS SENT ROUTINELY				
CPT Code	TESTS	TEST PRICE	MAX TAT DAYS	ASSAY Production Schedule
	Mycoplasma Pneum Abs, G/M			
	Parvovirus B19 AB, IGG & IGM			
	Parvovirus B19(IgG, IgM)			
	Parvovirus B19,IgG/IgM			
	Parvovirus B1			
	Parvovirus IGG IGM Elisa			
	Poliovirus AB			
	Resp. Sync. Virus, AG			
	Ribosomal P Protein			
	RNP and Sm AB IgG, MAID			
	Rotavirus			
	RPR, Serum			
	Rubella Antibody Screen			
	Rubella IGG A			
	S. Pneumoniae Ab IgG			
	Scl-70 IgG AutoAbs			
	SJOREN'S ANT			
	Sm(Smith)IgG AutoAbs			
	Smooth Muscle			
	SS-A & SS-B IgG AutoAbs			
	Streptococcus Pneumo			
	Streptozyme			
	Striational Antibodies			
	Susc, Myco,Pro			
	T-Helper/supp			
	Tetnus and Diptheria			
	Tetanus Toxoid IgG Abs			
	T palladium Total Abs, FTA			
	TORCH Panel, IgG/IgM			
	Toxoplasma			
	Toxoplasma IgG, IgM, IgA Panel, ELISA			
	Toxoplasma Ab IgG			
	Toxoplasma Ab IgM			
	Typus Fever Abs, IgG/IgM			
	UI RNP/snRNP IgG AutoAbs			
	Varicella Zoster			
	Varicella Zoster Ab Scn (IgG)			
	Varicella Zoster Ab IgM, IFA			
	Varicella Zoster Virus DNA PCR			
	VDRL , CSF			
	Viscosity			
	VZV Ab, Igm			
	VZ Panel IFA			
	West Nile AB PNL Elisa			

MICROBIOLOGY AND VIROLOGY TESTS I. OVERFLOW TEST LIST				
CPT Code	TESTS	TEST PRICE	MAX TAT DAYS	ASSAY Production Schedule
	Acid Fast Bacteria Stain			
	Anaerobic Culture			
	Bacterial Antigen Detec			
	Bacteriology Culture			
	(Including Sputum, Throat			
	Urine, & Other Cultures)			
	Chlamydia Culture			
	Chlamydia, Direct Exam			
	Clostridium Toxin Assay			
	Coccidioides Serology			
	Cryptococcus Antigen			
	Cryptosporidium			
	Gonorrhea Culture			
	Mycology Culture, Gen			
	Ova and Parasites			
	Pneumocystis Carinii			
	Antigen, Sputum/Bal			
	Schlichter Test			
	Susceptibility Tests			
	Kirby Bauer			
	Susceptibility Tests			
	Mycobacteria			
	TB culture			
	Viral Culture, General			

SPECIAL INFANT IMMUNE RESPONSE TESTS I. TESTS SENT ROUTINELY				
CPT Code	TESTS	TEST PRICE	MAX TAT DAYS	ASSAY Production Schedule
	PHA Response			
	(3 doses tested)			
	Tetanus and Monilia			
	Blastogenesis Antigen			
	CMV, HSV, VZV			
	Blastogenesis Antigen			
	T Lymphocyte			
	Immunofluorescence			
	B Lymphocyte			
	Immunofluorescence			
	CON A Response			
	Pokeweed Mitogen Response			
	Tetanus Antibody Titer			
	Amino Acids			
	Organic Acids			

TISSUE TYPING TESTS I. TEST SENT ROUTINELY				
CPT Code	TESTS	TEST PRICE	MAX TAT DAYS	ASSAY Production Schedule
	CYTOTOXIC AB SCREEN			
	HLA-AB TYPING			
	HLA-DR TYPING			
	HLA B27 TYPING			
	HLA B27 ANTICO			
	HLA COMPLETE A,B,C			
	HLA B27 ANTIGEN			
	CROSSMATCH STD TISSUE			
	FLOW CYTOMETRY XMATCH			
	CADAVER DONOR			
	LIVING RELATED			
	MIXED LEUK CULT TEST			
	T & B CROSSMATCH			
	Myotonic Dystrophy			
	Amyloidosis Evaluation			
	Bcr/abl t(9;22), PCR			
	ClariSure CGH, Postnatal			
	DNA Probe array, Isolation HP DNA			
	X Sense w/rfl. Chromosome isolation FX DNA			
	MUSK Antibody test			
	Chromosome, Hematologic			
	Tissue Cult-Bone Marr			
	Factor VIII Act, Inhib w/RFL			
	Factor VIII Activity, Clot			
	Factor VIII Inhibitor			
	FISH, ALL/NHL, MYC-BA			
	FISH, Bladder Cancer			
	HIT Panel			
	Mitochondrial DNA Panel 2			
	Mitochondrial DNA Panel 1			
	MLH1 and MSH2 Del & Dup			
	MSH6 Mutation			
	MTHFR			
	MuSK Antibody Test			
	Prader-Willi DNA Methylat			
	Von Willebrand Comp Panel			
	HSV ½ and Enterovirus			
	Celiac Disease Serology			
	IBD Serology 7			
	Celiac Serology			
	TPMT Genetics			
	Fibrospect II			
	Celiac Genetics Assessment HLA DQ2/DQ8			

TISSUE TYPING TESTS I. TEST SENT ROUTINELY				
CPT Code	TESTS	TEST PRICE	MAX TAT DAYS	ASSAY Production Schedule
	Celiac Plus tTgIgA EMAIgA Total Serum IgA AGA IgA AGAIgG HLADQ2/DQ8			
	Pro-Predict Rx metabolite			
	IBD Serology Quant & Immuno ASCA IgA, ASCA IgG, Anti- OMPC IgA, Anti-CBir1, NSNA ELISA, NSNA IFA perinuclear pattern, NSNA IFA DNase sensitivy			
	Anti-Human tissue transglutaminase			

Discount Rates and Added Charges

1) Discount Rates

Occasionally, County may require tests that are not listed in Exhibit 15, Medical Laboratory Services Fee Schedule and must order tests from Proposer's Commercial Fee Schedule. SOQ's must include a copy of Contractor's Commercial Fee Schedule and specify the applicable discount to County. Contractor guarantees that the County is receiving the lowest prices and charges assessed to any of Contractor's (most favorable) clients.

For tests not listed in the Medical Laboratory Services Fee Schedule (Exhibit 15), the general fee structure discount for tests on Contractor's published commercial fee schedule shall apply, further described in Appendix H, Master Agreement, Paragraph 5.5.2, Discount to be Applied to Contractor's Currently Published Commercial Fee Schedule.

Contractor agrees that a cost reduction of _____% shall be applied to Contractor's currently published Commercial Fee Schedule.

Contractor agrees that a cost reduction of _____% shall be applied to each serial specimen submitted for the same patient, submitted on the same calendar day.

2) Added Charges

Proposer must also include additional charges for emergency (STAT) services and any miscellaneous fees to perform the work required under the Master Agreement.

EMERGENCY (STAT SERVICES)

The Following costs for Emergency Services will be in addition to the Test Charges:

STAT assay charge: \$_____/Test

STAT Service/Pickup Charge: \$_____/Pickup

RECURRENT MISCELLANEOUS FEES

List here, including description of service and fee

\$_____/

TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

***A Solicitation Requirements Review must be received by the County
within 10 business days of issuance of the solicitation document***

Vendor Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Vendor asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Vendor must explain in detail the factual reasons for the requested review.
(Attach additional pages and supporting documentation as necessary.)

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County:_____ Date Solicitation Released:_____

Reviewed by:_____

Results of Review - Comments:

Date Response sent to Vendor:_____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
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CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

http://lacounty.info/doing_business/DebarmentList.htm

The screenshot shows a Windows Internet Explorer browser window displaying the Los Angeles County website. The address bar shows the URL <http://doingbusiness.lacounty.gov/DebarmentList.htm>. The website header includes the Los Angeles County logo and the text "L.A. county ONLINE". Below the header, there is a section titled "Listing of Contractors Debarred in Los Angeles County". This section contains three entries, each with the following fields: Vendor Name, Alias, Debarment Start Date, Debarment End Date, and Principal Owners and/or Affiliates.

Vendor Name	Alias	Debarment Start Date	Debarment End Date	Principal Owners and/or Affiliates
ARROWHEAD EMANCIPATION PROGRAM		7/8/2008	Permanently Debarred	Irma F. Reed And Charlene Williams
G COAST CONSTRUCTION INC.		9/11/2007	9/10/2012	Ezra Levi
INSPECTION ENGINEERING CONSTR	Inspection Engineering Construction	6/13/2006	6/12/2016	Jamal Deaifi

The browser window also shows a taskbar at the bottom with the Start button and several open applications: Novell Group..., DHSLAB RFS..., and Los Angeles ... The system clock shows 2:14 PM.



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2009)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2009 are less than \$48,279 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2010.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at www.irs.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2009 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2009 and owes no tax but is eligible for a credit of \$829, he or she must file a 2009 tax return to get the \$829 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2010 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice **1015** (Rev. 12-2009)
Cat. No. 205991

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723
www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



APPENDIX H

DEPARTMENT OF HEALTH SERVICES MASTER AGREEMENT



MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF HEALTH SERVICES

AND

(CONTRACTOR)

FOR

REFERENCE MEDICAL LABORATORY SERVICES

**MASTER AGREEMENT PROVISIONS
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I	STATEMENT OF WORK

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J	CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)
K	CHARITABLE CONTRIBUTIONS CERTIFICATION
L1	CERTIFICATION OF EMPLOYEE STATUS
L2	CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

**MASTER AGREEMENT BY AND BETWEEN
COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
AND

FOR
REFERENCE MEDICAL LABORATORY SERVICES**

This Master Agreement and Exhibits made and entered into this ____ day of _____, 20__ by and between the County of Los Angeles, Department of Health Services hereinafter referred to as County and _____, hereinafter referred to as Contractor. _____ is located at _____.

RECITALS

WHEREAS, pursuant to California Health and Safety Code Sections 1441 and 1445, County has established and maintains various hospitals, health centers, community clinics, and forensic science facilities (all hereafter referred to as "County Facility" or "County Facilities" as appropriate); and

WHEREAS, to ensure the proper care and treatment of patients at County Facilities and the provision of diagnostic analyses of biological specimens from decedents, medical laboratory services must be available to County Facilities'; and

WHEREAS, County has neither sufficient personnel nor adequate space at this time to provide all the needed medical laboratory services at its County Facilities; and

WHEREAS, County has also established and operates the Community Health Plan (hereafter CHP), a health maintenance organization duly licensed as a full service, health care service plan under the California Knox-Keene Health Care Service Plan Act of 1975; and

WHEREAS, the Contractor is a private firm specializing in providing medical laboratory services; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the Director of the Department of Health Services or designee to execute and administer this Master Agreement; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, and L are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

Standard Exhibits:

- 1.1 EXHIBIT A - County's Administration
- 1.2 EXHIBIT B - Contractor's Administration
- 1.3 EXHIBIT C - Contractor's EEO Certification
- 1.4 EXHIBIT D - Jury Service Ordinance
- 1.5 EXHIBIT E - Safely Surrendered Baby Law
- 1.6 EXHIBIT F- Contractor's Medical Laboratory Test Categories
- 1.7 EXHIBIT G - Medical Laboratory Services Fee Schedule
- 1.8 EXHIBIT H - Discount and Added Charges
- 1.9 EXHIBIT I - Statement of Work

Unique Exhibits:

- 1.10 EXHIBIT J - Contractor's Obligations As a "Business Associate" Under the Health Insurance Portability Accountability Act of 1996 (HIPAA)
- 1.11 EXHIBIT K - Charitable Contributions Certification
- 1.12 EXHIBIT L1 - Certification of Employee Status
- 1.13 EXHIBIT L2 - Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement

This Master Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 Contractor: Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department.

2.2 Contractor's Laboratory Director:

A full-time Laboratory Director who has five (5) years experience as a physician (i.e., medical doctor [M.D.], licensed to practice medicine in the State of California in the provision of clinical medical laboratory services (may use a licensed bioanalyst, if not providing Cytology and Histopathology test services, or a similarly qualified licensed M.D., or Ph.D. Medical Scientist, when approved by Director), who is Board Certified in Anatomical and Clinical Pathology (consistent with services the Contractor is accredited and licensed to provide). The

Laboratory Director will be designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.

- 2.3 Day(s):** Calendar day(s) unless otherwise specified.
- 2.4 DHS:** Department of Health Services
- 2.5 Director:** Director of the Department of Health Services or his/her authorized designee.
- 2.6 County Facility or County Laboratory:** Hospitals, health centers, community clinics, and/or forensic science facilities where services will be rendered to County-responsible patients and CHP members.
- 2.7 Master Agreement Program Director (MAPD):** Person designated by Director with authority to negotiate and recommend changes on behalf of County.
- 2.8 Facility Project Director/Facility's CEO:** Person designated by Director with authority to manage the overall operations of the Master Agreement.
- 2.9 Facility Project Laboratory Manager (Laboratory Director):** Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement.
- 2.10 Facility Project Laboratory Monitor:** Responsible for coordinating and monitoring the medical laboratory test service requests. This position may also be assigned as the Facility Project Laboratory Manager.
- 2.11 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.12 Master Agreement:** County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- 2.13 Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request for Statement of Qualifications (RFSQ); has met the minimum

qualifications listed in the RFSQ, and has an executed Master Agreement with the Department of Health Services.

- 2.14 Request For Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- 2.15 Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.
- 2.16 Statement of Work (SOW):** A written description of tasks and/or deliverables desired by County.

3.0 WORK

- 3.1 Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 Medical laboratory services shall conform to Exhibit G, Medical Laboratory Services Fee Schedule on an all-inclusive fixed price per deliverable basis. Each medical laboratory service request shall include a detailed description of particular project and the work required for the performance thereof. Payment for all work shall be on an all-inclusive fixed priced per deliverable basis, subject to the test pricing specified in Exhibit G, Medical Laboratory Services Fee Schedule, and Exhibit H, Discounts and Added Charges.
- 3.3 If Contractor provides any task, deliverable, service, or other work to County that goes beyond any approved medical laboratory service request, and/or that exceeds the test pricing specified in Exhibits G and H as originally written or modified in accordance with subparagraph 8.1, Amendments, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.
- 3.4 Contractor is not guaranteed a minimum or maximum amount of utilization of their services, and may or may not be utilized, at the County's sole discretion. Failure of Contractor to provide services

within the specified timeframes may disqualify Contractor from future utilization.

- 3.5 The County has the option to execute medical laboratory service requests with the lowest cost Qualified Contractor. It is understood by Contractor that it is at the County's best interest to select the lowest cost for services which may have the effect that no medical laboratory service requests are submitted to some Master Agreement Qualified Contractors.
- 3.6 All Contractors selected must be available to meet the County's established test reporting guidelines, as described in SOW, Paragraph 13.3 Reporting Test Results. Inability of Contractor to comply with such test reporting guidelines may result in a discontinuance of future test referrals as determined in the sole discretion of Facility's Project Laboratory Manager.
- 3.7 In the event Contractor defaults three times under sub-paragraph 3.6 within a given County fiscal year, then County may terminate this Master Agreement pursuant to Sub-paragraph 8.49, Termination for Default.

4.0 TERM OF MASTER AGREEMENT

- 4.1 This Master Agreement is effective upon the date of its execution by the Director of DHS or his/her designee as authorized by the Board of Supervisors. This Master Agreement shall expire on October 31, 2015 unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The County shall have the sole option to extend the Master Agreement term for up to two (2) additional one-year periods and six (6) month to month extensions, for a maximum total Master Agreement term of seven (7) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the Director or his/her designee as authorized by the Board of Supervisors. The option to extend the term will be subject to review

and approval by County Counsel and the Chief Executive Office, and notification to the Board.

- 4.3 Contractor shall notify DHS when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the DHS at the address herein provided in Exhibit A.

5.0 CONTRACT FEES

- 5.1 The Fees for this Master Agreement shall be the amount payable by County to Contractor for performing all tasks, deliverables, goods, services and any other work required under this Master Agreement. The Contractor shall be paid according to Exhibit G (Medical Laboratory Services Fee Schedule), and Exhibit H. (Discount and Added Charges), of this Agreement.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.3 **No Payment for Services Provided Following Expiration/Termination of Master Agreement**
Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Master Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately

repay all such funds to County. Payment by County for services rendered after expiration/termination of this Master Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Master Agreement.

5.4 Fee Structure Guarantee

5.4.1 Fees for tests specifically listed in Exhibit G (Medical Laboratory Services Fee Schedule), shall be the maximum fees payable by the County for the term of this Agreement.

5.4.2 For tests not listed in Exhibit G, but ordered from Contractor's published commercial fee schedule, the fees and test descriptions ordered shall be based on Contractor's maximum trade discount from Contractor's published commercial fee schedule for the same or equivalent service under similar quantity and delivery conditions, in no event shall the discount to the County for such tests be higher than the discount assessed to any of Contractor's (most favorable) clients. In the event of a change in the Contractor's published and commercial fee schedule, Contractor shall notify Contracts and Grants Division in writing immediately, furnishing an electronic replacement copy of the new fee schedule or discount structure. Unless the new fee schedule is expressly stated to be effective on a later date, revisions of fee structure shall be effective seven (7) calendar days after such notification and receipt thereof or, in the case of a newly developed test, effective on the date the County receives notice of the test.

In any event, the contractor agrees that during the entire term of the Agreement, the County will receive the lowest, or most favorable prices charged by Contractor to any of Contractor's

other clients that are provided the same or similar services. In no event, shall the discount rate and added charges shown in Exhibit H increase throughout the term of the Master Agreement, unless changes are made in accordance with the Master Agreement, Paragraph 8.1 Amendments.

5.5 Discounts and Added Charges

5.5.1 Discount for Serial Specimens

The fee for each serial specimen submitted for the same test on the same patient at one time will be the fee specified on the test list for a single specimen. For tests not listed in Exhibit G, Medical Laboratory Services Fee Schedule, the general fee structure discount for test on Contractor's published commercial fee schedule shall apply.

5.5.2 Discount to be Applied to Contractor's Currently Published Commercial Fee Schedule

For tests not listed in Exhibit G, Medical Laboratory Services Fee Schedule that are requested by County, Contractor agrees that cost reductions as shown in Exhibit H (Discount and Added Charges) shall be applied to Contractor's currently published commercial fee schedule. This reduction shall at least be equal to that applied to any of Contractor's other clients that are provided the same or similar services.

5.5.3 Added Charges for Emergency (STAT) Services

1. When a test requested by County is processed and reported in accordance with the definition of a STAT test, or STAT service, the billing for such test shall be subject to the STAT assay charges shown in Exhibit H (Discount and Added Charges) .
2. Each STAT specimen that is picked up by Contractor, whether it occurs during the day or night, shall be subject to the STAT pickup charges shown in Exhibit H (Discount and Added Charges).

5.5.4 Miscellaneous Fees

Contractor shall bill County monthly in arrears for any miscellaneous fees to perform all tasks, deliverables, goods, services and any other work required under this Master Agreement as specified in Exhibit H (Discount and Added Charges).

5.6 Invoices and Payments

- 5.6.1 For providing the tasks, deliverables, services, and other work authorized pursuant to the Statement of Work (Exhibit I) and elsewhere hereunder, Contractor shall invoice County on a per deliverable basis and in accordance with Exhibit G, Medical Laboratory Services Fee Schedule and Subparagraph 5.5, Discounts and Added Charges of this Master Agreement.
- 5.6.2 Payment for all work shall be on a fixed price per deliverable basis, subject to amounts specified Exhibit G, Medical Laboratory Services Fee Schedule, less any amounts assessed in accordance with sub-paragraph 8.31, Liquidated Damages.
- 5.6.3 County shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.
- 5.6.4 All work performed by, and all invoices submitted by, Contractor pursuant to services under this Master Agreement must receive the written approval of Facility's Project Laboratory Manager, who shall be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted.
- 5.6.5 Invoices under this Master Agreement shall be submitted to the County Facility where services were rendered.

5.6.6 **Invoice Content**

The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable test services requests. The Contractor's invoices shall contain the information set for in the Statement of Work, Paragraph 13.5, Monthly Billing Summary, for which payment is claimed.

Fixed Price Per Deliverable:

Each invoice submitted by Contractor shall include a billing summary of the tests performed. The monthly billing summary reports are due by the fifteenth (15th) working day of every month. The report shall, at a minimum, include the following information:

- Name of test ordered (listed alphabetically);
- Quantity of each test ordered;
- Unit price of each test;
- Total cost for each test;
- Discount;
- Credit;
- Added charges for STAT services;
- The total amount of the invoice, including year-to-date invoice amount;
- Histopathology – itemization of charges (charges per block, additional biopsies on same patient, etc.)
- Initial of County authorized person ordering test;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;

5.6.7 **Local Small Business Enterprises (SBE) – Prompt Payment Program (if applicable)**

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt

payment is defined as 15 calendar days after receipt of an undisputed invoice.

5.6.8 All invoices under this Master Agreement shall be submitted the County Facility where services are rendered. The original shall be mailed to the County's Facility Laboratory Manager with a copy to the Facilities Finance Department.

5.6.9 All claims for payment for services provided to a CHP member shall be made directly to the County unless CHP directly refers a CHP member to Contractor, in which case all claims for payment for services to a CHP member shall be made directly to CHP. Further, Contractor, its agents, trustees, or assignees will look sole to County or CHP, as applicable, for payment and not to a CHP member.

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

COUNTY ADMINISTRATION

The Director shall have the authority to administer this Master Agreement on behalf of the County. Director retains professional and administrative responsibility for the services rendered under this Master Agreement. A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit A. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 MASTER AGREEMENT PROGRAM DIRECTOR (MAPD)

The MAPD has the authority to negotiate and recommend changes to this Master Agreement and to make best efforts to resolve disputes between DHS facilities and Contractor.

6.2 FACILITY PROJECT DIRECTOR/FACILITY CEO

The Facility Project Director, or designee, has the authority to manage the operation of the Master Agreement.

6.3 FACILITY PROJECT LABORATORY MANAGER (Laboratory Director)

A Project Laboratory Manager will be assigned by Facility's CEO.

6.3.1 The responsibilities of the Project Laboratory Manager include:

- ensuring that the technical standards and task requirements articulated in individual test requests are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform test service requests;
- coordinating and monitoring the work of Contractor personnel assigned to the Project Laboratory Manager's specific projects, and for ensuring that this Master Agreement's objectives are met;
- monitoring, evaluating and reporting Contractor performance and progress on test requests;
- coordinating with Contractor's Laboratory Director, on a regular basis, regarding the performance of Contractor's personnel on each particular project;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.3.2 Facility Project Laboratory Managers are not authorized to make any changes in lab rates, dollar totals or periods of performance, or in the terms and conditions or to Exhibit G Medical Laboratory Tests of this Master Agreement.

6.4 Facility Project Laboratory Monitor

The Facility Project Laboratory Monitor is County's chief contact person with respect to the day-to-day administration of this Master Agreement. The Facility Project Laboratory Monitor shall manage patient lab test requests, and generally be the first person for Contractor to contact with any questions. This position may also be assigned as the Facility Project Laboratory Manager.

7.0 ADMINISTRATION OF MASTER AGREEMENT – CONTRACTOR

7.1 CONTRACTOR'S LABORATORY DIRECTOR

7.1.1 Contractor's Laboratory Director is designated in Exhibit B. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Laboratory Director.

7.1.2 Contractor's Laboratory Director shall be responsible for Contractor's day-to-day activities as related to this Master Agreement and shall coordinate with Facility's Project Laboratory Manager on a regular basis with respect to all active test requests.

7.2 CONTRACTOR'S AUTHORIZED OFFICIAL(S)

7.2.1 Contractor's Authorized Official(s) are designated in Exhibit B. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

7.3 APPROVAL OF CONTRACTOR'S STAFF

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Laboratory Director or designated alternate, Specimen Driver. Contractor shall provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.4 CONTRACTOR'S STAFF IDENTIFICATION

7.4.1 Contractor shall provide, at Contractor's expense, all staff entering a County Facility or its grounds under this Master Agreement with a photo identification badge.

7.4.2 The identification badge shall be prominently displayed on the upper part of the body. The identification badge shall include a visible photo, identifying employee by name, physical description, and company. Such badge shall be displayed on employee's person at all times he/she is on County designated property.

7.5 BACKGROUND AND SECURITY INVESTIGATIONS

7.5.1 All Contractor staff performing work under this Master Agreement may be required to undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Master Agreement. County shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation. County shall perform the background check and bill Contractor for the cost or deduct such amount from funds owed by County to Contractor.

7.5.2 County may request that the Contractor's staff be immediately removed from working on the County Master Agreement at any time during the term of this Master Agreement. County will not provide to the Contractor nor to the Contractor's staff any information obtained through the County conducted background clearance.

7.5.3 County may immediately, at the sole discretion of the County, deny or terminate facility access to the

Contractor's staff that do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.

- 7.5.4 Disqualification, if any, of the Contractor's staff, pursuant to this sub-paragraph 7.5, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.6 CONFIDENTIALITY

- 7.6.1 Contractor shall maintain the confidentiality of all records and information, including, but not limited to, billings, County records and patient records, in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, administrative penalties and fines assessed including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to

participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality and indemnification provisions of this Agreement.

7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement, Confidentiality and Copyright Assignment Agreement", Exhibit L1-IT

7.6.5 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit L2

7.7 Staff Performance Under The Influence

Contractor shall not knowingly permit any employee to perform services under this Master Agreement while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair their physical or mental performance.

7.8 Mandatory Personnel Monitoring Reports

Contractor shall maintain documentation demonstrating its staff performing test service requests for the County have valid applicable licenses/certificates/accreditations, are in good conduct in laboratory practices in accordance with the Centers for Disease Control and Prevention (CDC) guidelines, certified by CLIA to the

complexity of test performed, valid State of California license to provide clinical laboratory services; meets the Federal CLIA of 1988 requirements which includes utilization of the current Reporting System, in full compliance with Department of Transportation (DOT), and CDC transportation regulations, and in compliance with all applicable accreditations for services provided by Contractor. Contractor shall provide the Facility Project Laboratory Monitor with an annual report to demonstrate compliance by Contractor. The Facility Project Laboratory Manager, Facility Project Laboratory Monitor or other authorized County personnel shall monitor and/or audit and re-audit Contractor's compliance at any time during the term of this Master Agreement.

7.9 Business Solicitation

Contractor agrees it will neither directly, nor through its officers, employees, agents, or subcontractors, solicit business from County patients or County employees for the purpose of increasing the utilization of this Master Agreement.

7.10 Rules and Regulations

During the time that Contractor's employees or agents are on County premises, such person shall be subject to the rules and regulations of such County premises. The Facility's Project Laboratory Manager shall furnish a copy of its rules and regulations to Contractor prior to the commencement of services under this Master Agreement and, during the term of this Master Agreement, shall furnish Contractor with any changes thereto as from time to time may be adopted. It is the responsibility of Contractor to acquaint its employees who are to provide services hereunder with such rules and regulations. Contractor shall permanently withdraw any of its employees from the provision of services hereunder upon written notice from Facility's Project Director that: (1) such employee has violated such rules or regulations; or (2) such employee's actions, while on County premises, indicated that the

employee may adversely affect the delivery of health care services. Upon removal of any employee, Contractor shall immediately replace the employee and continue services hereunder.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 Addition of Test /Technical Specializations

An Amendment to the Master Agreement shall be prepared by the County and executed by the Contractor and by Director or his/her designee to add, delete or change the scope of service or test list pricing to meet patient or departmental needs.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such orders, an Amendment to the Master Agreement shall be prepared by the County and executed by the Contractor and by the Director or his/her designee.

8.1.3 The Director of DHS, or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Master Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement shall be prepared by the County and executed by the Contractor and by Director or his/her designee.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Master Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Master Agreement.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Master Agreement which may result in the

termination of this Master Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Master Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Master Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Master Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, or directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Master Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Master Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Master Agreement

upon which the County may immediately terminate or suspend this Master Agreement.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Within 10 business days after the Master Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within 5 business days for County approval.

8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

8.5.5 The Contractor shall preliminarily investigate all complaints and notify the Facility's Project Laboratory Manager of the status of the investigation within 5 business days of receiving the complaint.

8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.7 Copies of all written responses shall be sent to the Facility's Project Laboratory Manager within 3 business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS

8.6.1 In the performance of this Master Agreement, Contractor shall comply with all current and applicable Federal, State and local laws, rules, regulations, ordinances, directives,

guidelines, policies and procedures, including, but not limited to standards of The Joint Commission, its National Patient Safety Goals, California Code of Regulations, Title 22, Division 5 regulations and all other applicable industry best practices standards. All provisions required thereby to be included in this Master Agreement are incorporated herein by reference.

- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, administrative penalties and fines assessed, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other

equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

**8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS-
ANTIDISCRIMINATION AND AFFIRMATIVE ACTION LAWS**

8.7.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17); the Fair Employment & Housing Act, Government Code Section 12920-12922; and Affirmative Action in County Agreements, Chapter 4.32 of the Los Angeles County Code to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Agreement.

8.7.2 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.7.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.7.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation.
- 8.7.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.7.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.7 when so requested by the County.
- 8.7.7 If the County finds that any provisions of this sub-paragraph 8.7 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination

provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.

8.7.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

8.7.9 **Antidiscrimination in Services:** Contractor shall not discriminate in the provision of services hereunder because of race, color, religious creed, national origin, ethnic group identification, ancestry, age, sex, sexual orientation, medical condition, marital status, political affiliation, or physical or mental disability in accordance with requirements of Federal and State laws. For the purpose of this sub-paragraph, discrimination in the provision of services may include, but is not limited to, the following: Denying any person any service or benefit or the availability of a facility; providing any service or benefit to a person which is not equivalent or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and

treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Master Agreement are provided services without regard to race, color, religious creed, national origin, ethnic group identification, ancestry, sex, sexual orientation, age, medical condition, marital status, political affiliation, physical or mental disability.

8.7.10 The Contractor shall certify to, and comply with, the provisions of Exhibit C - Contractor's EEO Certification.

8.8 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program: This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit D and incorporated by reference into and made part of this Master Agreement.

8.8.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury

service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time

either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No County employee whose position with the County enables such employee to influence the award or administration of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph 8.9 shall be a material breach of this Master Agreement.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Master Agreement.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County

will refer GAIN/GROW participants by job category to the Contractor.

- 8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Master Agreement. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively

reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to

the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of

debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM

8.14.1 Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

8.14.2 Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program.

8.14.3 Failure by Contractor to meet the requirements of this subparagraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Master Agreement.

8.15 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.15.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Master Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.15.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Master Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.16 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

8.16.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

8.16.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Master Agreement will maintain compliance, with Los Angeles Code Chapter 2.206.

8.17 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Master Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all

Master Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

8.18 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.18.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.18.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.18.3 County reserves the unilateral right to make any repairs which Director determines, in his/her sole discretion, to be a public safety issue requiring immediate repair. County will bill Contractor for the cost of said repair or deduct said cost from any outstanding amounts owed by County to Contractor.

8.19 EMPLOYMENT ELIGIBILITY VERIFICATION

8.19.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in Federal

and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.19.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

8.20 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Master Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.21 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages,

overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.22 FEDERAL ACCESS TO RECORDS

If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of Contractor shall retain records for all services performed for a period of seven (7) years, including retaining slides and cell/tissue blocks as may be required by law, CLIA and CAP accreditation guidelines, including maintaining related reports, following the furnishing of services under this Master Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their authorize representatives, the Agreements, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

8.23 CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER

The Contractor recognizes that health care Facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Master

Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which County may immediately terminate this Master Agreement.

8.24 GOVERNING LAW, JURISDICTION, AND VENUE

This Master Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.25 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

The County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Master Agreement, the Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in Exhibit I in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit J, Contractor's Obligations as a "Business Associate" Under Health Insurance Portability and Accountability Act of 1996 (HIPAA).

8.26 INDEPENDENT CONTRACTOR STATUS

8.26.1 This Master Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

- 8.26.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.26.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Master Agreement.
- 8.26.4 The Contractor shall adhere to the provisions stated in subparagraph 7.6 – Confidentiality.

8.27 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Master Agreement.

8.28 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor shall

provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.28 and 8.29 of this Master Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Master Agreement.

8.28.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Master Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance

Commissioners (NAIC) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6E
Los Angeles, CA 90012
Attention: Paula McGehee, Contract Analyst

and

County of Los Angeles
Department of Health Services
Centralized Contract Monitoring Division
5555 Ferguson Drive, Suite 210
Commerce, CA 90022

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-

Contractors which arises from or relates to this Master Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.28.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.28.3 Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

8.28.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall

constitute a material breach of the Master Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Master Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

8.28.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.28.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Master Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.28.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Master Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.28.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional

insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.28.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.28.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Master Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Master Agreement expiration, termination or cancellation.

8.28.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.28.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard Insurance Services Office, Inc. (ISO) separation of insureds provision with no insured versus insured exclusions or limitations.

8.28.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.28.14 County Review and Approval of Insurance

Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.29 INSURANCE COVERAGE

8.29.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.29.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.29.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage

with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.29.4 Unique Insurance Coverage

- **Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than \$1 million per claim and \$3 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.30 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES

Contractor shall obtain and maintain in effect during the term of this Master Agreement, all valid licenses, permits, registrations, accreditations, and certificates required by law which are applicable to its performance of this Master Agreement, and shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Master Agreement, all licenses, permits, registrations, accreditations, and certificates required by law which are applicable

to their performance of services hereunder. All such licenses, permits, registrations, accreditations, and certifications relating to services hereunder shall be made available to County upon request.

8.31 LIQUIDATED DAMAGES

8.31.1 If, in the judgment of the Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

8.31.2 If the Director determines that there are deficiencies in the performance of this Master Agreement that the Director or his/her designee, deems are correctable by the Contractor over a certain time span, the Director or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is

One Hundred Dollars (\$100) per day per infraction, or as may be specified in the Performance Requirements Summary (PRS) Charts, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.31.3 The action noted in sub-paragraph 8.31.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.

8.31.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in the PRS or sub-paragraph 8.31.2, and shall not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

8.32 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Master Agreement provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Master Agreement, then such lower prices shall be immediately extended to the County.

8.33 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Master Agreement shall not restrict the Department from acquiring similar, equal or like goods and/or services from other entities or sources.

8.34 NOTICE OF DELAYS

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Master Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party. When STAT testing is requested, each party is to give notice to the other as soon as delay is discovered.

8.35 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the Facility Project Laboratory Manager and/or Facility Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Master Agreement. If the Facility Project Laboratory Manager or Facility's CEO is not able to resolve the dispute, the Director of DHS, or designee shall resolve it. Contractor shall have problem resolution program in place to specifically address and solve any issue the Contractor or a sending County laboratory may have, related but not be limited to the services received herein, test reporting, and billing discrepancies. Such a program must include, but not be limited to, a defined escalation process to resolve problems when initial attempts fail to produce satisfactory outcomes.

8.36 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the

requirements set forth in Internal Revenue Service Notice No. 1015.

8.37 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit E of this Master Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

8.38 NOTICES

All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits A, County's Administration and B, Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director of DHS or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

8.39 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Master Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.40 PUBLIC RECORDS ACT

8.40.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting

records pursuant to sub-paragraph 8.42 - Record Retention and Inspection/Audit Settlement of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.40.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.41 PUBLICITY

8.41.1 The Contractor shall not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Master Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Master Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Facility's Project Director. The County shall not unreasonably withhold written consent.

8.41.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this subparagraph 8.41 shall apply.

8.42 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

8.42.1 Medical Laboratory Tests

Contractor shall maintain a computerized test reporting system summarizing the results of tests performed by Contractor. Such records all include, but are not limited to, progress notes and records of services provided in sufficient detail to permit the evaluation of services rendered pursuant to this Master Agreement. All test records performed by Contractor shall be retained by Contractor for a period of seven (7) years following the expiration or earlier termination of this Master Agreement, unless otherwise required by law, CLIA and CAP accreditation guidelines. During such seven (7) year period, as well as during the term of this Master Agreement, all such records shall be retained by Contractor at a location in Los Angeles, Orange, Riverside, San Bernardino, or Ventura County and shall be made available upon ten (10) working days prior written notice to authorized representatives of County designated

by Director or by County's Auditor-Controller, or both, for purposes of inspection and audit.

8.42.2 The Contractor shall maintain, and provide upon request by County, accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Master Agreement.

8.42.3 The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Master Agreement and for a period of seven (7) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles, Orange, Riverside, San Bernardino, or Ventura County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.42.4 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal

or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare and Medi-Cal programs, or both, then the Contractor shall file a copy of each such audit report, including Statement of Auditing Standards No. 70 Type 2 Reports, with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.42.5 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.42 shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.

8.42.6 If, at any time during the term of this Master Agreement or within seven (7) years after the expiration or termination of this Master Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this

Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

8.42.7 Knox-Keene Health Care Services Requirements

Contractor shall maintain all applicable books and records regarding services rendered to members of the County's Community Health Plan (CHP) for a period of seven (7) years from the expiration or earlier termination of this Master Agreement, unless otherwise required by law, CLIA and CAP accreditation guidelines. During such period, as well as during the term of this Agreement, Director or the State of California Commissioner of Corporations, or both, reserve the right to inspect at reasonable times upon demand, Contractor's books and records relating to: 1) the provision of health care services to CHP members, 2) the costs thereof, 3) co-payments received by Contractor from CHP members, if any, and 4) the financial condition of Contractor.

Contractor shall maintain such books and records and provide such information to Director and to the State of California Commissioner of Corporations as may be necessary for compliance with the provisions of the Knox-Keene Health Care Service Plan Act of 1975 (Health and Safety Code Sections 1340, et seq.) and all rules and regulations adopted pursuant thereto.

8.42.8 Audit/Compliance Review

In the event County representatives conduct an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all financial reports, medical laboratory test records, and reports pertaining to this Master Agreement and shall allow photocopies to be

made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review.

County may conduct a statistical audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of any such audit/compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any resultant written evaluation report(s).

Contractor shall have the opportunity to review County's findings for Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to the County representatives to resolve audit exceptions. If, at the end of the thirty (30) day period there remain audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample results shall be applied to the total County payments made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County.

8.43 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Master Agreement.

8.44 RESTRICTIONS ON LOBBYING

If any Federal funds are to be used to pay for Contractor's services under this Master Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Master Agreement also fully complies with all such certification and disclosure requirements.

8.45 SUBCONTRACTING

8.45.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.

8.45.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.45.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

8.45.4 The Contractor shall remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

- 8.45.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.
- 8.45.6 The Facility's CEO is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County at the address shown in Paragraph 8.45.8 for their files.
- 8.45.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.45.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street – 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contract Administration & Monitoring

before any subcontractor employee may perform any work hereunder.

8.46 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.15 - Contractor's Warranty

of Adherence to County's Child Support Compliance Program, shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Master Agreement pursuant to sub-paragraph 8.49 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.47 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.16 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.48 TERMINATION FOR CONVENIENCE

8.48.1 County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.48.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall immediately:

- Stop work under the Work Order or under this Master Agreement, as identified in such notice;
- Transfer title and deliver to County all completed work and work in process; and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.48.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Order shall be maintained by the Contractor in accordance with sub-paragraph 8.42, Record Retention and Inspection/Audit Settlement.

8.49 TERMINATION FOR DEFAULT

8.49.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County's Project Director:

- Contractor has materially breached this Master Agreement;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Order issued hereunder; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any services issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the

County may authorize in writing) after receipt of written notice from the County specifying such failure.

- 8.49.2 In the event that the County terminates this Master Agreement in whole or in part as provided in sub-paragraph 8.49.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this sub-paragraph.
- 8.49.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.49.2 if its failure to perform this Master Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be

furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.49.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.49.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.49, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.49, or that the default was excusable under the provisions of sub-paragraph 8.49.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.48 - Termination for Convenience.

8.49.5 The rights and remedies of the County provided in this sub-paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.50 TERMINATION FOR IMPROPER CONSIDERATION

8.50.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the

Contractor as it could pursue in the event of default by the Contractor.

8.50.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.50.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.51 TERMINATION FOR INSOLVENCY

8.51.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.51.2 The rights and remedies of the County provided in this subparagraph 8.51 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.52 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

8.53 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Master Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.54 UNLAWFUL SOLICITATION

Contractor shall inform all of its officers and employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of Business and Professions Code of the State of California (i.e. State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers and employees. Contractor agrees that if a patient requests assistance in obtaining the services of any attorney,

it will refer the patient to the attorney referral service of all those bar associations within Los Angeles County that have such a service.

8.55 VALIDITY

If any provision of this Master Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Master Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

8.56 WAIVER

No waiver by the County of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 8.56 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.57 WARRANTY AGAINST CONTINGENT FEES

8.57.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.57.2 For breach of this warranty, the County shall have the right to terminate this Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit K, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

9.2 NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT

Notwithstanding any other provision of this Master Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Master Agreement.

9.3 REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE

9.3.1 Contractor staff working on this Master Agreement shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days and shall submit all required information, in accordance with the PC Sections 11166 and 11167.

- 9.3.2 Contractor staff working on this Master Agreement shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Master Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.
- 9.3.3 Contractor staff's failure to report as required is considered a breach of this Master Agreement subject to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to \$5,000 or both.

**MASTER AGREEMENT FOR
REFERENCE MEDICAL LABORATORY SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Director, of the Department of Health Services or designee and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this ____ day of _____, 20__.

COUNTY OF LOS ANGELES

By _____
Director,
Department of Health Services

By _____
Contractor

Signed: _____

Printed: _____

Title: _____

APPROVED AS TO FORM:

Andrea Ordin
County Counsel

By _____
Deputy County Counsel

**MASTER AGREEMENT FOR
OVERFLOW REFERENCE MEDICAL LABORATORY SERVICES**

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COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. _____

County Facility Project Director/Facility CEO	Project Laboratory Manager (Laboratory Director)	Project Laboratory Monitor	Finance
Harbor-UCLA Medical Center 1000 W. Carson Street Torrance, CA 90509 Gail V. Anderson, CMO	Name: Harriet Vaughns Tel: 310 222 2919 hvaughs@dhs.lacounty.gov	Name: Harriet Vaughns Tel: 310 222 2919 hvaughs@dhs.lacounty.gov	See SOW Attachment E, Column, "Monthly Billing and Summary Address"
LAC+USC Healthcare Network 1200 N. State Street Los Angeles, CA 90033 Pete Delgado, CEO	Name: Marilyn Chogyoji MT Tel: 323 409 7077 Fax: 323 441 8147 mchogyoji@dhs.lacounty.gov	Name: Marilyn Chogyoji MT Tel: 323 409 7077 Fax: 323 441 8147 mchogyoji@dhs.lacounty.gov	See SOW Attachment E, Column, "Monthly Billing and Summary Address"
Martin Luther King, Jr. - MACC 12021 S. Wilmington Ave. Los Angeles, CA 90059 Cynthia M Oliver, Int CEO	Name: Michelle Gretz Tel: 310 668 8244 mgretz@dhs.lacounty.gov	Name: Michelle Gretz Tel: 310 668 8244 mgretz@dhs.lacounty.gov	See SOW Attachment E, Column, "Monthly Billing and Summary Address"
ValleyCare Olive View-UCLA 14445 Olive View Drive Sylmar, CA 91342 Carolyn Rhee, CEO	Name: Julie Foley Tel: 818 364 4032 Fax: 323 526 9854 jfoley@dhs.lacounty.gov	Name: Julie Foley Tel: 818 364 4032 Fax: 323 526 9854 jfoley@dhs.lacounty.gov	See SOW Attachment E, Column, "Monthly Billing and Summary Address"
Rancho Los Amigos National Rehabilitation Center 7601 E. Imperial Hwy. Downey, CA 90242 Jorge Orozco, Int CEO	Name: Boontar Valinluck Tel: 562 401 8991 Fax: 562 803 0281 bvalinluck@dhs.lacounty.gov	Name: Boontar Valinluck Tel: 562 401 8991 Fax: 562 803 0281 bvalinluck@dhs.lacounty.gov	See SOW Attachment E, Column, "Monthly Billing and Summary Address"
High Desert health System 44900 N. 60 th Street West Lancaster, CA 93536	Name: Diane Blixt Tel: 661 945 8405 Fax: 661 945 4682 dblixt@dhs.lacounty.gov	Name: Diane Blixt Tel: 661 945 8405 Fax: 661 945 4682 dblixt@dhs.lacounty.gov	See SOW Attachment E, Column, "Monthly Billing and Summary Address"
Department of Coroner 1104 North Mission Road, Los Angeles, CA 90033 Chief Executive Officer	Name: Elizabeth Seung Tel: 323 343 0682 Fax: 323 441 9947 eseung@coroner.lacounty.gov	Name: Elizabeth Seung Tel: 323 343 0682 Fax: 323 441 9947 eseung@coroner.lacounty.gov	See SOW Attachment E, Column, "Monthly Billing and Summary Address"
Department of Public Health Public Health Laboratory 12750 Erickson Avenue Downey, CA 90242 Mary Beth Duke	Name: Mary Beth Duke Telephone: 562 658 1350 Fax: 562 401 5995 mduke@ph.lacounty.gov	Name: Mary Ledbetter Tel: 562 658 1351 Fax: 562 4015995 mledbetter@ph.lacounty.gov	See SOW Attachment E, Column, "Monthly Billing and Summary Address"
Department of Public Health Community Health Services 241 N. Figueroa Street, Room 346 Los Angeles, CA 90012 Deborah Davenport	Name: Deborah Davenport Tel: 213 240 8009 Fax: 213 250 8755 ddavenport@ph.lacounty.gov	Name: Mitchell Kushner MD Tel: 323 943 8332 (cell) Off: 213 989 7162. Fax: 213 250 8755 mkushner@ph.lacounty.gov	See SOW Attachment E, Column, "Monthly Billing and Summary Address"

CONTRACTOR'S ADMINISTRATION

MASTER AGREEMENT NO. _____

CONTRACTOR'S NAME: _____**CONTRACTOR'S LABORATORY DIRECTOR:****Name:** _____**Title:** _____

Address: _____

Telephone: _____ **Facsimile:** _____**E-Mail Address:** _____**CONTRACTOR'S AUTHORIZED OFFICIAL(S)****Name:** _____**Title:** _____

Address: _____

Telephone: _____ **Facsimile:** _____**E-Mail Address:** _____**Name:** _____**Title:** _____

Address: _____

Telephone: _____ **Facsimile:** _____**E-Mail Address:** _____**Notices to Contractor shall be sent to the following address:****Name:** _____**Title:** _____

Address: _____

Telephone: _____ **Facsimile:** _____**E-Mail Address:** _____

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

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CONTRACTOR EMPLOYEE JURY SERVICE

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- 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
 - 1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 - 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

- 1. Recommend to the board of supervisors the termination of the contract; and/or,
- 2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

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2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW

(NOT ATTACHED)

**CONTRACTOR'S
REFERENCE MEDICAL LABORATORY TEST CATEGORIES**

(NOT ATTACHED)

REFERENCE MEDICAL LABORATORY SERVICES FEE SCHEDULE

(NOT ATTACHED)

DISCOUNT AND ADDED CHARGES

(NOT ATTACHED)

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Reference Medical Laboratory Services

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STATEMENT OF WORK

Reference Medical Laboratory Services

1.0 STATEMENT OF WORK (SOW)

The County of Los Angeles (hereafter referred to as “County” or “County Laboratories”, unless otherwise stated) require contracted clinical medical laboratories (“Contractor”) to provide ongoing as-needed diagnostic analyses of body fluids and other suitable specimens from humans for the purpose of assisting County physician(s) in determining the appropriate treatment for County patients.

Contractor will be responsible for specimen pick-up, transportation, testing, analysis and reporting test results directly to the requesting County Laboratory and the return of specimens, in accordance with the terms and conditions of this Master Agreement. County will be responsible for collecting the specimens from the patients and preparing them for pick-up by the Contractor, in accordance with the terms and conditions of this Master Agreement. County does not guarantee any minimum or maximum amount of utilization of Contractor services, and may or may not be utilized, at County’s sole discretion.

Contractor providing clinical medical laboratory services to the County must be Clinical Laboratory Improvement Act (CLIA) certified and licensed by the State of California to provide medical laboratory services. The Contractor must be in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Contractor shall own, lease, or rent, at its own expense, a medical laboratory facility, located in Los Angeles, Orange, Riverside, San Bernardino, or Ventura County that is specifically designed to run tests and analyze test samples. The Contractor must employ appropriate and sufficient number of experienced and qualified personnel, including, but not limited to, a full-time laboratory director, pathologists, Clinical Laboratory Scientists (CLS), cytologists, and medical laboratory technicians all of which must have the required valid credentials, licenses and certificates.

2.0 ADDITION/DELETION OF SCOPE OF SERVICES OR TEST LIST PRICING

2.1 An Amendment to the Master Agreement shall be prepared by the County and executed by the Contractor and by Director or his/her designee to add, delete or change the scope of service or test list pricing to meet patient or departmental needs.

2.2 All changes must be made in accordance with the Master Agreement, [Paragraph 8.1, Amendments](#).

3.0 QUALITY CONTROL

Contractor shall establish and utilize a comprehensive Quality Control Plan (QCP) to assure the County a consistently high level of performance throughout the term of the Master Agreement in providing medical laboratory services herein that meet, or exceed, College of American Pathologists (CAP) requirements, United States Food and Drug Administration (FDA) Clinical Laboratory Improvement Amendments (CLIA), The Joint Commission (JC) accreditation, American Society of Cytology, HIPAA compliancy, and any other appropriate accreditation or licensing agency. The QCP shall be submitted to the County's Facility Laboratory Manager for review at least ten (10) days prior to Contractor beginning work under this Master Agreement. The QCP shall include, but is not limited to the following:

- A. Method of monitoring to ensure that Contract requirements and the quality assurance as prescribed by applicable accrediting agencies (i.e, CLIA, JC, and FDA) are met.
- B. Method of keeping quality control records in accordance with Federal and State regulations on each laboratory test it performs, which shall include, but not be limited to, applicable accrediting agencies, methods for determination of test accuracy and for determination of test reproducibility. The Contractor shall also participate in a national proficiency survey programs and in the publication of a detailed procedures manual, or manuals, describing the tests performed in Contractor's laboratory.
- C. Procedures used including documentation of source material, accuracy, sensitivity, specificity, frequency of monitoring, job title and level of personnel performing monitoring functions, and precision for each test provided.
- D. Method of providing accurate information regarding proper conditions for collecting test samples, including proper preservation of samples, as well as, information on patient conditions, medications, or other alterations of the sample which may interfere with tests or proper interpretation of test results.
- E. Contractor shall have an ongoing system of quality assurance/improvement and shall keep quality control records and records of all inspections conducted by Contractor. These records, which must include, but is not limited to, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Statement of Work, and further described in Master Agreement, [Paragraph 8.17, County's Quality Assurance Plan](#).

4.1 Meetings

Contractor may be required to attend scheduled monthly or quarterly meetings. Failure to attend will cause an assessment of fifty dollars (\$50.00).

4.2 Contract Discrepancy Report (Attachment D)

Verbal notification of a Contract discrepancy will be made to the Contractor's Laboratory Director as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County's Facility Project Laboratory Manager or his/her designee will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Facility Project Laboratory Manager within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the Facility Project Laboratory Manager within ten (10) workdays.

4.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Master Agreement at any time during normal business hours. However, County personnel may not unreasonably interfere with the Contractor's performance.

At County's request, Contractor shall provide details of its procedures used, including documentation of source material, accuracy, sensitivity, specificity, and precision for each test provided; and it shall provide periodic publication of normal ranges (or reference limits), including mean values and standard deviations, or ninety-five percent (95%) confidence limits whichever is appropriate; and it shall provide accurate information regarding proper conditions for collecting test samples, including proper preservation of samples, as well as, information on patient conditions, medications, or other alterations of the sample which may interfere with tests or proper interpretation of test results. In addition, Contractor shall accept and assay either blind, blind duplicates, or known quality control samples from County, from time to time, the results of which may provide the basis for continuation or discontinuation of this Master Agreement.

4.4 Facility Site Review(s)

County or its agent will perform a facility site review on not less than an annual basis. Contractor shall allow Director's designated staff to perform such facility site review of Contractor's operation under this Agreement. Contractor shall take corrective action on any deficiencies identified through any such site review performed either by Director's staff or by a qualified review agency. Such corrective action shall be completed within sixty (60)

calendar days of Contractor's receipt of a site deficiencies notice, except that if the deficiencies compromise the quality of service delivered under this Agreement, Director may immediately suspend or recommend termination of this Agreement pursuant to the termination provisions of this Master Agreement.

5.0 DEFINITIONS

In addition to the definitions contained in the Master Agreement, [Paragraph 2.0 - Definitions](#), following are definitions of terms used in this SOW:

- 5.1 **Assay:** An analysis of a laboratory test.
- 5.2 **Critical Value Test Results:** Test results which in the judgment of the Contractor, or the County (when discrepant, County's judgment prevails), may be of critical and immediate importance to a patient's care, and as such, must be immediately reported by Contractor to County laboratory. County's criteria for critical value test Results are specified in Attachment F to this Statement of Work. Critical value turn-around-time testing results shall be provided as soon as it is available, after confirming test results in no event later than one (1) hour after confirming test.
- 5.3 **Cytology:** The branch of biology that deals with the structure, functions, multiplication, pathology and life of cells. Cytology tests involve the testing of body fluids to determine cell diseases.
- 5.4 **Cytogenetic:** A branch of biology that deals with heredity and the cellular components, particularly chromosomes associated with heredity.
- 5.5 **Emergency (STAT) Services:** For all County Facilities, Laboratory services for emergency situations, in which a laboratory test result must be received by the County within a maximum of (4) hour period after County notifies Contractor of STAT specimen pick-up.
- 5.6 **Fee Structure:** Fee determining policy used by Contractor to bill County for services including tests listed in Master Agreement, Exhibit G (Medical Laboratory Services Fee Schedule), within Contractor's current published commercial fee schedule and Exhibit H, Discount and Added Charges used by Contractor, as applied to County bills, whether published or not.
- 5.7 **Full-Time Personnel:** Staff normally present in the laboratory that work no less than, eight (8) hours a day five (5) days a week, and/or no less than a forty (40) hour week.
- 5.8 **Histopathology:** The branch of biology that deals with functions of the body's tissues and organs.

- 5.9 **Holiday:** State and nationally recognized holidays including, but are not necessarily limited to, New Year's Day, President's Day, Dr. Martin Luther King, Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.
- 5.10 **Reference Medical Laboratory Services:** As needed clinical laboratory services provided by Contractor under this Master Agreement.
- 5.11 **Random Access:** As used here, it refers to the test run schedule. In normal circumstances, the Contractor will run tests in the order that County enters the test request in the Contractor's Laboratory Information System (LIS). Random access capability would allow Contractor to bypass this ordered sequence to schedule and run STAT tests as first priority.
- 5.12 **STAT Tests:** For all County Facilities, emergency tests, in which results are required within a maximum of four (4) hours of notification by County for specimen pickup. Refer to STAT Tests subparagraph [12.7, STAT Tests](#), and [Paragraph 12.8, Reporting Test Results](#).
- 5.13 **Test List:** List of laboratory tests (or tests) identified in the (Test List, Turn-around-times, and Fees) Attachment(s), which Contractor has agreed to perform.
- 5.14 **Test Specimen:** A test sample.
- 5.15 **Turn-around-times (TAT):** The interval of time from the time specimens are pickup from requesting County laboratory or Contractor has been notified to pickup specimen, to the time the printed test results are returned/reported (either by computer [LIS-LIS interface or as produced on the requesting County laboratory's computer terminal printer], or delivered directly by messenger to such a laboratory) to County by Contractor.

For routine general tests (i.e., laboratory tests that are neither Critical Value or STAT), it is the interval from the scheduled pick up day and time as specified in this Statement of Work to the time the results are transmitted to County. For most of these tests, the TAT is 24 hours.

For STAT tests, it is the interval from the time Contractor has been notified to pick up the STAT specimen(s) to the time the printed STAT test result is transmitted to County. For most STAT tests, the TAT time is a maximum of four (4) hours.

6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

The County will administer the Contract according to the Master Agreement, [Paragraph 6.0, Administration of Master Agreement](#) - County. Specific duties include, but not limited to:

- Monitoring the Contractor's performance in the daily operation of this Master Agreement. In order to comply with State hospital licensing requirements, the County will carefully monitor STAT TAT to ensure that Contractor reports results within the times specified in this Master Agreement.
- Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- Preparing Amendments in accordance with the Master Agreement, [Paragraph 8.1, Amendments](#)

6.2 Furnished Specimens

The County will provide the Contractor with specimens that are appropriately labeled, prepared for testing, and packed for pick up at the locations designated in Attachment E, Facility Specification Sheet. These specimens will be for routine and STAT tests, as ordered by County physicians.

CONTRACTOR

6.3 Laboratory Director (Laboratory Manager)

6.3.1 Contractor shall provide a full-time Laboratory Director or if approved by County's Project Director, a designated alternate that meets the requirements of a Laboratory Director. County Laboratory must have access to the Laboratory Director, or his County authorized alternate, during all hours, 365 days per year to consult laboratory testing as it applies to: receipt of test/specimens, laboratory testing methodology, results (both clinical and methodological), reports, and all other service related information described herein.

6.3.2 Contractor shall provide a telephone number where the Laboratory Director may be reached twenty-four (24) hours a day, seven (7) days a week.

6.3.3 Laboratory Director shall act as a central point of contact with the County.

6.3.4 Laboratory Director shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Laboratory Director shall be able to effectively communicate, in English, both orally and in writing.

6.4 Laboratory Personnel

6.4.1 Contractor shall assign a sufficient number of experienced and certified as applicable California licensed M.D.'s, Ph.D.'s, clinical laboratory scientists, cytotechnologists (as applicable in compliance with the provisions of the California Business and Professional Code Section 1271), and other laboratory personnel to commensurate with the complexity, diversity, and quality, of the tests performed at all times, to properly supervise and review the accuracy of the laboratory tests and work performed by the Contractor's laboratory personnel and other related staff.

6.4.2 Contractor shall be required to background check their employees as set forth in sub-paragraph [7.5 – Background & Security Investigations](#), of the Master Agreement.

6.5 Specimen Pick Up Personnel

Contractor shall assign designated personnel as needed for the pick up, transportation and return of laboratory test specimens including STAT specimens at the locations designated in Attachment E, Facility Specification Sheet.

Contractor shall ensure that all of its specimen pick up drivers, whether employed or hired: 1) maintain an acceptable driving record, 2) have a valid California driver's license, 3) are trained in biohazardous materials handling and spill cleanup in compliance with DOT, CDC transportation regulations, Federal and State regulations and all applicable regulatory agencies and 4) wear appropriate photo identification, as described in Master Agreement, [Paragraph 7.4](#). 5) comply with County Facility laboratory policies including, but not limited to, signing test pick-up logs.

7.0 MATERIALS AND EQUIPMENT

The purchase of all materials, supplies, laboratory testing equipment, office equipment, and data handling equipment to provide medical laboratory services is the responsibility of the Contractor. Contractor shall ensure that the operation and maintenance of the laboratory equipment will assure satisfactory performance of required tests. Contractor shall use materials and equipment that are safe for the environment and safe for use by its employees.

Contractor shall provide all bottles, carriers, cervical cytobrushes, cold and warm packs, coolers, heating blocks, vials, and other supplies as required by County laboratories to stabilize samples and maintain specimen integrity when in transit to Contractor's laboratory. Such supplies shall be provided upon request by County Laboratory at no additional cost to County, or to County laboratory making such a request. In addition, upon request, all supplies regularly available to Contractor's regular commercial customers shall also be available to County.

8.0 TRAINING

- 8.1 Contractor shall provide training programs in their assigned tasks for all new employees and continuing in-service training for all employees assigned to perform work during the term of this Master Agreement.
- 8.2 All employees shall be fully trained in their assigned tasks and in safe handling of specimen, equipment and hazardous waste disposal. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards and Federal and State regulations for clinical laboratories.
- 8.3 Contractor shall provide documentation of training programs for all employees, including Contractor's new employees, within thirty (30) days of request by the County's Facility Project Laboratory Manager.

9.0 HOURS/DAY OF WORK

Contractor shall provide medical laboratory testing and related services as described herein, to County laboratories, on an as-needed basis, twenty-four (24) hours a day, seven (7) days a week, including holidays and time of strike, riot, insurrection, civil unrest, natural disaster, or a similar event when such services are physically possible to provide.

10.0 WORK SCHEDULES

- 10.1 Contractor shall ensure that all laboratory tests, including critical value and STAT tests will be available on an appropriate production schedule, as needed to meet the County's established TAT, as specified in this SOW, Paragraph [12.9, Turn-around-times \(TAT\)](#).
- 10.2 Most of the tests required by the County are for general laboratory tests, in which the County's required TAT is twenty four (24) hours. The Contractor shall submit for review and approval a work schedule for each specimen pickup, laboratory testing and submission of various types of test results to the County's Facility Laboratory Project Manager within ten (10) days prior to starting work. Additionally, said work schedules shall be set on an annual calendar identifying all the required on-going tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.
- 10.3 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County's Facility Project Laboratory Manager for review and approval within five (5) working days prior to scheduled time for work.

11.0 UNSCHEDULED WORK - CONTRACTOR

- 11.1 In the event of emergency situations, County requires immediate test results. These are referred to as STAT tests. STAT test results shall be reported as described in [Paragraph 12.8, Reporting Test Results](#).

- 11.2 Facility's Project Laboratory Manager may authorize the Contractor to perform unscheduled work, including, but not limited to, re-testing or replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence.
- 11.3 All unscheduled work shall commence on the established specified date and time. Contractor shall proceed diligently to complete said work within the specified TAT.
- 11.4 The County reserves the right to assign unscheduled work to other licensed and certified medical laboratories.

12.0 SPECIFIC WORK REQUIREMENTS - CONTRACTOR

- 12.1 All tests requested by each County Laboratory shall be available and performed in Contractor's clinical medical laboratory, unless otherwise approved in by Facility's Project Laboratory Manager to be performed elsewhere, as allowed by this Agreement. The County reserves the right to utilize specialty laboratories for unique tests.
- 12.2 Facility's Project Laboratory Manager may require Contractor to perform tests which are contained in Contractor's published commercial fee schedule.
- 12.3 The Contractor shall analyze all test samples by methodologies approved by County's Project Laboratory Manager.
- 12.4 Contractor shall maintain a consultation service that is available to the County twenty-four (24) hours a day, seven (7) days a week, including holidays, in order to respond to direct telephone queries from County personnel regarding a specific specimen or test result.
- 12.5 The Contractor shall retain records for all services performed for a period of seven (7) years following contract expiration, including retaining slides and cell/tissue blocks as may be required by law, CLIA and CAP accreditation guidelines, including maintaining related reports.
- 12.6 **Specimen Transportation**
Contractor shall pick up and transport all test specimens at regularly scheduled times from the locations designated in Attachment E, Facility Specification Sheet using its own vehicles or hired vehicles approved by County. For each County pickup site, Contractor shall pick up specimens for general tests on a set, routine schedule at least twice a day, seven (7) days a week, including holidays. County Laboratory at its sole discretion may request fewer pickups. Contractor must ensure that STAT pickups are picked up from each County Laboratory within sixty (60) minutes of notification, as detailed in [Paragraph 12.9, Turn-around-times \(TAT\)](#).

Contractor shall not add County Laboratory pickup sites as part of area-wide routes.

Since several hours may elapse between the time the specimens are picked up at the designated locations and transported to Contractor's testing laboratory, depending upon the pickup route and schedule, the Contractor shall maintain the integrity of the specimens during transport from the pick up sites to Contractor's testing laboratory by keeping specimens at appropriate temperatures: room temperature (25° C/72-75° F), body temperature (35-37° C/98.6° F), as needed refrigerator temperature (4° C/32° F), or frozen (-20° C/-6° F). Specimens shall be transported within 24 hours of pickup from County Laboratory to Contractor's testing laboratory.

County's Facility Project Laboratory Manager shall have the option to increase or decrease the frequency, and change the times at which the specimens are picked up by the Contractor, at no additional charge to the County.

12.7 **Specimen Handling and Testing**

Routine Tests - The Contractor shall ensure that all test samples are handled under properly controlled and secured conditions at all times, including but not limited to, specimen pickup, transportation, return to Contractor's laboratory, test preparation, testing, and analysis, as needed to maintain the integrity and security of the test specimens to be analyzed, and as required to achieve, or verify, accurate test results.

STAT Tests - County staff shall prepare STAT specimens immediately, and clearly label or tag each specimen and accompanying paperwork as "STAT" and call Contractor for specimen pick up at any one of the pickup sites. County staff will ensure the integrity of the specimens at all stages of preparation for pickup by Contractor's staff, keeping specimens at room temperature, body temperature, refrigerated or frozen as required.

Upon delivery to Contractor's testing facility, the tests for STAT specimens shall be performed in a timely manner in order to have results available to the County within a maximum of four (4) hours of notification by County for specimen pickup. Contractor must either have adequate staff to make these unscheduled pickups or contract with a courier service.

12.8 **Reporting Test Results**

The Contractor must analyze test results for all routine and STAT specimens. These results must be reported electronically on County's LIS, and on hard copy reports that can be printed in batches or on demand at any County Facility. The results must be viewable, retrievable, and printable by way of the following methods: patient's name, date of birth, date drawn/collected, accession number/site code, and electronic medical record. In the event that electronic reporting is not available at County Laboratory, Contractor shall ensure that test report results are provided in triplicate.

The Contractor shall transmit all numeric and interpretive results electronically, including microbiology, cytology, and pathology reports, by way of an interface with County's LIS.

Development and implementation of the Contractor's interface with County LIS for all tests shall be at Contractor's expense further described in [Paragraph 14.0, Computer System Equipment and General Services](#).

The Contractor shall follow certain specific procedures when reporting test results and agrees that County will be able to assess a performance requirement deduction pursuant to [Paragraph 16.0 Performance Requirements Summary](#), Attachment C [Performance Requirements Summary (PRS)] if the reporting requirements for test results as described in this [Subparagraph 13.0](#) are not met.

A. GENERAL LABORATORY TESTS

General Laboratory Test results will be reported on County LIS and sent to County in both on-line and in hard copy formats within the specified TAT.

The printouts must, at a minimum, include the patient's name, birth date, file number, requesting County laboratory's specimen (accession) number and patient location, name of requesting physician, date and time of specimen pick up, date and time of receipt by Contractor, date and time test completed, date and time of report, report/result with interpretation, reference range when available, contract TAT, and test charges including any applicable discount as applicable that are required by the State Department of Health.

B. CRITICAL VALUE TESTS

Contractor agrees to be responsible for determining and identifying test results which, in the judgment of County, may be of critical and immediate importance to a patient's care, and must report such test results to County's requesting laboratory via on-line and verbally by telephone as soon as test results are confirmed.

Critical value test reports shall include documentation of the name and title of County staff receiving the information, date and time of notification, the laboratory test result determined to be of critical value, and name and title of Contractor's laboratory employee reporting the test results and documentation that results were read back.

Critical value test results may differ from sending County laboratory. It is the responsibility of Contractor to check with each laboratory from time to time to determine the critical value test results to be reported, and to also use Contractor's best judgment to inform such laboratories when Contractor believes a critical value test result situation exists.

C. STAT TESTS

STAT test results shall be reported to requesting County Laboratory as soon as it is available verbally by telephone (with confirmation), or facsimile/FAX (with telephone confirmation of FAX receipt), followed by a computer to computer interface printed report. Reporting test results by telephone or FAX shall be within the TAT specified for STAT tests.

STAT test results shall include documentation of the name and title of County staff receiving the information, date and time of notification, the test results/interpretation, reference range when available, and name and title of Contractor's laboratory employee reporting the test results, and documentation that results were read back.

Any subcontracted laboratories shall provide STAT laboratory test services as previously outlined. Any deviation from Contractor's computer – computer (LIS-LIS) interface with County laboratory must be authorized by County's Facility Project Laboratory Manager.

D. CYTOLOGY AND HISTOPATHOLOGY TESTS

All cytology reports on patients having abnormal results of high-grade and above squamous or glandular intraepithelial lesion, and all malignant cytologic and histopathologic diagnosis shall be reported immediately to the County laboratory, as specified above in [Paragraph B, Critical Value Test](#).

Cytology and Histopathology Testing

When performing cytology tests, Contractor shall ensure the following conditions:

- A. Less than two percent (<2%) false negative screening rate for gynecologic cytology is documented;
- B. All significant discrepancies between cytology and histology results are investigated and appropriate actions taken;
- C. At least ten percent (10%) of negative gynecologic cases not referred to a pathologist are rescreened;
- D. On results of low grade squamous intraepithelial lesions and above, the Facility's Project Laboratory Manager or his authorized designee has been contacted to determine if definitive action was taken on the reported test results;
- E. Physicians interpreting cytologic test results are certified in anatomic pathology and cytotechnologists are certified/licensed by the State of California;

- F. Facility's Project Laboratory Manager or his authorized designee may request all or a portion of a day's cytologic preparations for outside assessment of the quality of the preparations are submitted.
- G. Contractor must 1) retain all cytology/histopathology slides and cell/tissue blocks examined for at least five (5) years; 2) maintain records of tests/services for at least five (5) years; and 3) retain cytology and histopathology reports for at least ten (10) years after the performance or termination of the Agreement and provide copies to County's representatives within five (5) working days, as required under the regulations of CLIA and Section 1271h of the California Business and Professions Code. At the end of the required retention period, cell/tissue blocks, slides, and records are to be disposed. County's Facility Project Laboratory Manager will be notified 10 days in advance of such disposal, and if requested, arrangements will be made to transfer cell/tissue blocks, slides, and records to the requesting County laboratory. Contractor may be requested by County to provide all original slides to County within forty-eight (48) hours of verbal notice.

When performing histopathology tests, Contractor shall ensure the following conditions:

- A. Conduct a peer review on twenty-five percent (25%) of the routine cases and for all cases of CIN and invasive carcinoma.
- B. Provide basic histologic stains as evidenced for PAS, Giemsa, AFB, and Methenamine silver stains.
- C. At the request of County's Facility Project Laboratory Manager submit all or a portion of a day's histologic preparations for outside assessment of the quality of the preparations.
- D. Physicians interpreting histologic preparations are certified in anatomic pathology. Histotechnologists are certified for histologic procedures.
- E. Cell block and histologic specimens are prepared according to standard protocol, fixed and stained by routine H & E methodology and by additional biochemical stains, as needed.

Additional DPH Testing Requirements

- A. Provide supplies needed for Pap collection (e.g. specimen collection vials, broom-like devices, extended tip spatulas, endocervical brushes and requisition forms).
- B. Collect specimens from each of the 12 DPH STD clinics.
- C. Perform liquid based Pap test on each specimen, and reflex high-risk HPV testing on ASC-US (Atypical Squamous Cells of Undetermined Significance) results as ordered.
- D. Quality Control – Perform a daily check of staining and cell imprinting of slides for liquid-based pap test.

12.9 Turn-around-times (TAT)

Contractor shall analyze all test samples within the completion times required by requesting County Laboratory. The TAT for reporting test results shall be as follows:

For most routine general test specimens, the TAT shall not exceed twenty-four (24) hours beyond the agreed upon TAT for each test.

There shall be prioritization of test requests so that STAT orders will supersede routine test orders. The TAT for reporting the STAT tests results are:

- A. The TAT must not exceed a maximum of four (4) hours from the time the Contractor is notified of a specimen pick up more than five percent (5%) of the time on a monthly basis.
- B. The pick up time for STAT specimens must not exceed sixty (60) minutes from the time the Contractor is notified by County more than ten percent (10%) of the time on a monthly basis.
- C. For the critical value test results as specified in Paragraph B, the TAT for reporting such test results to County Facility via on-line and verbally by telephone as soon as test results are confirmed and in no event later than one (1) hour after receiving confirming test results.

12.10 Subcontracting Due to Temporary Shut Down of an Assay Procedure

If the Contractor determines that it is temporarily [three (3) days or less] unable to perform satisfactorily a certain type of assay because of an “out of control” assay or instrument breakdown, Contractor may refer County specimens submitted for such assay to another licensed laboratory. Written notification to County’s Facility Project Laboratory Manager, and Contracts and Grants Division will be required. Written County approval is required before Contractor can submit any specimens to another laboratory for testing, and then under the following conditions.

- A. Contractor shall be equally responsible to County for such subcontracting services as for services it provides directly;
- B. Contractor's subcontract shall be in accordance with the provisions set forth in Master Agreement, [Paragraph 8.45 Subcontracting](#);
- C. Except as set forth in this paragraph, all tests and reporting requirements of this Master Agreement shall be the same for tests referred by the Contractor to an outside laboratory;
- D. Contractor's reports of test results and billing shall clearly reflect the subcontractor laboratory that performed the test and the specific reason as to why Contractor could not perform the test;
- E. If the Contractor determines that it will be necessary to use a subcontractor laboratory for more than three (3) consecutive days, Contractor shall give written notice to County's Facility Project Laboratory Manager within twenty four (24) hours of referral to the subcontractor laboratory.
- F. The charges billed by Contractor for any services provided by a subcontractor laboratory under the provisions of this Paragraph shall not exceed the charges billed to County when the services are directly provided to the County by the Contractor.
- G. All subcontractor laboratories and their staff must meet all applicable licensure requirements of Federal and State laws.

13.0 REPORTING REQUIREMENTS

Contractor will be required, upon County's request, to provide reports for specific time periods from Contractor's computer database summarizing the results of the tests performed by Contractor sorted as described below [Paragraph 13.2, Monthly Patient List](#).

Contractor will provide an audit trail of laboratory contract activities in the area of tests requested and results reported.

In addition to the individualized reports described herein for each County laboratory, Contractor shall, upon County's request, provide aggregate reports of all Monthly Patient Lists and Monthly Billing Summary(ies) to such requesting laboratory.

Monthly Patient List(s) and Monthly Billing Summary(ies) shall be completed and submitted as follows: 1) the sending County Laboratory's Directors and Managers, and 2) the sending County Laboratory's Facility Finance, within fifteen (15) working days after the end of the prior calendar month.

At a minimum, Contractor shall provide the following monthly summary reports by the fifth working day of every month:

13.1 Billing and Audit Requirements:

To meet State and Federal requirements and to provide the sending County laboratory with a means of following a reasonable audit trail of laboratory contract activities in the area of tests requested and results reported, the following data shall be provided by Contractor to each County laboratory served by Contractor:

13.2 Monthly Patient List:

General Laboratory tests performed in the preceding month shall be sorted and listed by specimen (accession) number or at least by date of receipt to facilitate the auditing of the charges. Data elements shall include, but is not limited to, the following elements:

- Patient's name (last name, first name, and middle initial);
- Patient's file number or Medical Record (Contractor shall have the ability to enter and keep track of a file number with alphabetical and numerical listings of up to ten [10] digits in length);
- Patient's birth date;
- Patient's identification as a CHP member, if applicable
- Requesting laboratory's specimen (accession) number and patient's location;
- Date and time specimen received at Contractor's testing facility;
- Date and time test completed;
- Date and time test results reported;
- Actual TAT;
- Test performed and TAT for test performed as specified in Paragraph 13.4, Turn-around-times (TAT);
- Test Charges, including any applicable discount/year-to-date (total) charges;
- Laboratory performing work, if other than Contractor's laboratory.

Format headings of the Monthly Patient List shall include all of the information as specified above and arranged as follows:

Patient Name	Patient File No./Medical Record	Patient Date of Birth	Specimen Number	Date and Time Specimen Received	Date and Time Test Completed	Date and Time Test Reported	Actual TAT	Agreement TAT	Test Charges
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13.3 STAT test reporting must include the following elements:

- Date and time Contractor notified;
- Date and time specimen picked up;
- Date and time specimen received at Contractor Facility;
- Time test completed;
- Time test results reported.

13.4 Cytology Reports must include the following elements:

Cytology services for gynecologic cytology reports shall include a descriptive report format that utilizes the most current “Bethesda System for Reporting Cervical/Vaginal Cytological Diagnoses”

Monthly Cytology Reports

Monthly cytology reports are due to the County Laboratory where services are being provided by the seventh (7th) working day of every month. The report shall include the following:

Number of each diagnostic cytologic classification of cervicovaginal cytology specimens received from the County laboratory during the month and the percentage of total cervicovaginal cytology specimens received by Contractor for each diagnostic group.

The number of each diagnostic cytologic classification of cervicovaginal cytology specimens received by Contractor from its clients during that month and the percentage of total cervicovaginal cytology specimens received by Contractor for each diagnostic group.

A list (alphabetically by patient name and file number) of all cytologies greater than or equal to low grade squamous intraepithelial lesion for the County Laboratory for that month.

DPH Monthly Cytology Reports

Transmit electronically or fax all results (normal and abnormal) to Pap Coordinator's attention in the STD clinic in the health center where the Pap was done or arrange an e-result log-in to enable clinic staff to access patient results on-line.

E-mail the following information monthly by the seventh (7th) working day of every month, per clinic site, in an excel spreadsheet to the CHS Quality Manager, and the Area Medical Director for each SPA:

- Total number of Paps performed
- Number and percentage of total of Pap results for each diagnostic classification:
 - Negative for intraepithelial lesion or malignancy
 - Unsatisfactory
 - Limited adequacy
 - LSIL
 - ASC-US w/ neg. HPV
 - ASC-US w/ pos. HPV
 - Endometrial cells in woman >40 years
 - HSIL
 - ASC-H
 - AGC NOS
 - AGC favor neoplasia

- AIS
- AC
- Squamous Cell Carcinoma

Listing of abnormal results per each classification below including patient identifying data, by patient name and file number:

- Unsatisfactory
- Limited adequacy
- LSIL
- ASC-US w/ neg. HPV
- ASC-US w/ pos. HPV
- Endometrial cells in woman >40 years
- HSIL
- ASC-H
- AGC NOS
- AGC favor neoplasia
- AIS
- AC
- Squamous Cell Carcinoma

Cytology Correlation Summary Reports

Quarterly cytology reports are due to the County Laboratory where services are being provided by the seventh (7th) working day of every quarter. Cytology correlation summary reports shall include the following:

Alphabetical listing of patients having cytologies, greater than or equal to low grade squamous or glandular intraepithelial lesion, including a date sequential record for the initial abnormal pap smear, repeat pap smear, diagnostic, therapeutic, and pending procedures for an individual patient (if available).

Once a patient has a report of a cytology, greater than or equal to low grade squamous or glandular intraepithelial lesion, that patient shall be included in every quarterly correlation summary until two (2) consecutive normal pap smears have been reported or documented follow-up measures have been instituted.

Non-gynecologic cytology reports

Non-gynecologic cytology reports shall include a descriptive statement of specimen adequacy, presence or absence of malignancy, and any other atypical findings.

Histopathology reports must include:

A detailed description of gross specimen(s); Descriptive microscopic examination; Interpretation/ diagnosis; any previous history on the patient available to Contractor; and Additional pathologist comments and pathology CDM and/or CPT codes which are compatible with County Pathology codes.

13.5 **Monthly Billing Summary:**

Each invoice submitted by Contractor shall include a billing summary of the tests performed. The monthly billing summary reports are due by the fifteenth (15th) working day of every month. The report shall, at a minimum, include the following information:

- Name of test ordered (listed alphabetically);
- Quantity of each test ordered;
- Unit price of each test;
- Total cost for each test;
- Itemized Discounts;
- Credit;
- Added charges for STAT services;
- The total amount of the invoice, including year-to-date invoice amount;
- Histopathology – itemization of charges (charges per block, additional biopsies on same patient, etc.)
- Initial of County authorized person ordering test;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;

Format headings of the Monthly Billing Summary shall include all of the information as specified above and arranged as follows:

Test	No. Ordered	Unit Price	Total Cost	Discount/ Credit	Added Charges for STAT	Total Amount Invoiced	Histology Name Charges
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14.0 **COMPUTER SYSTEM EQUIPMENT AND GENERAL SERVICES**

Upon the request of County Laboratory, at no additional cost to County, Contractor shall provide requesting County Facility with its preferred method of electronic data transfer.

Preferred methods of electronic data transfer are, but not limited to:

14.1 **LIS Interface**

A computer-to-computer interface with Contractor's Laboratory Information System (LIS) that will enable County's Facility Project Laboratory Manager to make inquiries regarding patient data, test orders, order status, and test results. Contractor will train designated County Laboratory staff at requested County Facility on use of Contractor's LIS. The County shall have the ability to print on demand computer terminal printouts of any and all test results, billings, and ad hoc laboratory reports retrievable by patient's name, date of birth, date drawn/collected, accession number/site code, and electronic medical record. The results must be printed in batches no less frequently than once per eight (8) hour shift.

The interface must be in place and fully functional to the satisfaction of County's Facility Project Laboratory Manager, prior to performing any tests under this Agreement. Contractor agrees to fully cooperate with the County in the transition by County from the prior Contractor to a new Contractor. As appropriate, provide County with the initial conversion of test codes on each County LIS to match the Contractor's test codes.

The following tables in County's LIS must be addressed at each County facility:

- MA 1 (Battery/test definitions)
- MA 2 (Cum Header Definitions)
- MA 3 (Worksheet Definitions)
- MA 20 (Workload Definitions)
- MA 15 (Workstation Definitions)
- SMART Maintenance (specimen spots and container types)
- MABL (Billing) Maintenance
- HMA Maintenance – order/result code translations and grouping codes.
- All maintenance listed above will need to be built 3 times because there are 3 areas – LIVE, TEST1 and TEST2.

Contractor shall reimburse each County Laboratory for the cost of transitioning from the current Laboratory Contractor to the Replacement Contractor. The cost will include but is not limited to:

- All of the table maintenance listed above
- Tests in the County's Affinity Hospital Information System (HIS) and DPH's PHIS (Public Health Information System) planned order queue (6-12 months in the future) would be associated with old test codes.
- All of the tests in the queue would be manually canceled after activation of the Contractor's IS and reordered with new test codes.

Contractor shall create on each County Laboratory's Information System, test codes matching the contractor's test codes in terms of:

- Definition of item name and key words
- Attachment of appropriate CDM billing codes
- Allowed ordering location limitations, if any apply
- Any test specific user messages that display
- Interface code linking the LIS and HIS
- Modification of Order Management menus
- Appropriate modification of Affinity or PHIS to incorporate the reference lab test and meet each facility's display conventions

Contractor's system for LIS to LIS interface must specifically address the following areas:

- A. Contain a mechanism for detecting and flagging change or mismatch between the test codes of the requesting County Laboratory and Contractor's laboratories.
- B. Include available patient, specimen, and request identification parameters. [Paragraph 12.8, Reporting Test Results](#) describes detailed information on reporting format.
- C. Capability to transmit data using industry standard protocol (e.g., "HL7", "ASTM", etc.)
- D. To the satisfaction of the requesting County Laboratory, establish a real time virtual private network (VPN) or equivalent interface connection with the Sunquest (formerly Misys) LIS. The interface transmissions shall be at the rate of not less than 1.4 megabits/second via VPN.
- E. Ensure that measures are taken to provide security and prevent unauthorized access to County's LIS or the Contractor's LIS in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. Provide web access to current specimen requirements and test utilization/interpretations.
- G. Cytology results must be transmitted and accepted by the CoPath system so that the CoPath is able to correlate the GYN Cytology results with the surgical results as required by Federal guidelines. Until the CoPath system is capable of filing the GYN Cytology data in the appropriate fashion, the Contractor's report shall include case number and result codes at the bottom of the GYN Cytology report that correspond to the reported result text. (Example adequacy, interpretation, comments, etc). The codes may be discontinued after a suitable electronic interface is implemented by CoPath. Cytology results are to be viewable in GenLab and therefore viewable in Affinity.
- H. Provide web access to current specimen requirements and test utilization/interpretations.

14.2 Online Access

At County's request Contractor shall provide the County with the flexibility to order tests, access specimen reports, electronic catalog of completed test results/requests via a secured internet connection.

14.3 Computer System Hardware/Software

At the request of County Laboratory and under the direction of each County facilities' identified IT Division, Contractor must provide at no additional cost to County, all required hardware, including terminal, printer and all software (billing, encryption/security and tracking) for the computer system.

Contractor must install all required system hardware and software components. Such system must be operational when any work under the Master Agreement commences. All equipment, software and related components shall remain property of Contractor. On-line system provided by Contractor must be accessible from an Internet browser on a County-configured workstation.

14.4 Computer System Maintenance

Contractor shall provide all hardware and software maintenance, including but not limited to, service, repairs and parts, for equipment installed at County Laboratories, to ensure that the system is operational at all times during the term of the Master Agreement.

14.5 Computer Terminal and Equipment Performance

Any equipment not performing satisfactorily, as determined by County's Facility Project Laboratory Manager, must be repaired, or if not repairable, replaced by the Contractor. The Contractor must provide any and all maintenance/repair services for the equipment, whether by in-house trained staff or by outside vendor, on a twenty-four (24) hours a day, seven (7) days a week, including holidays, within four (4) hours after County notification.

Proper assurances and checks (i.e., verification) that all hardware and/or software provided by Contractor is compatible with any existing County computer system.

Contractor shall save and hold harmless County for any destruction, damage, or loss to computer terminal equipment and/or parts supplied by Contractor under the terms of this Agreement, which are caused by acts of God or circumstances beyond the reasonable control and through no fault or negligence of County or its personnel. County Laboratory Manager shall give Contractor immediate notice of any such destruction, damage, or loss, and Contractor shall replace, restore, or repair such equipment and/or parts to operational status.

This Agreement may be terminated if Contractor fails to keep equipment in an operating condition and/or fails to replace equipment that is not repairable. Upon termination, Contractor shall immediately remove all of Contractor's computer system equipment from County premises without any cost to County.

Contractor shall provide County computer system equipment as set forth in [Paragraph 14.0](#). Computer system equipment provided at no additional cost to County, shall include and not be limited to: installation and use of equipment, leased online(s), maintenance and repair, training, and any other related services.

15.0 CONTRACTOR'S OFFICE

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 7:00 a.m. to 5:00 p.m., Sunday through Saturday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract.

When the office is closed, an answering service shall be provided to receive calls. **The Contractor's Laboratory Director or his authorized designee shall answer all calls received by the answering service within one (1) hour of receipt of the call.**

Additionally, Contractor shall maintain a consultation service that is available to the County twenty-four (24) hours a day, seven (7) days a week, including holidays, in order to respond to direct telephone queries from County personnel regarding a specific specimen or test result.

16.0 PERFORMANCE REQUIREMENTS SUMMARY

16.1 All listings of services used in the Performance Requirements Summary (PRS), Attachment C, are intended to be completely consistent with the Master Agreement and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Master Agreement and the SOW and this PRS, the meaning apparent in the Master Agreement and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Master Agreement and the SOW, that apparent service will be null and void and place no requirement on Contractor.

16.2 When the Contractor's performance does not conform with the requirements of this Master Agreement, the County will have the option to apply the following non-performance remedies:

- Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to Contractor by the computed amount specified in the PRS.
- Reduce, suspend or cancel this Master Agreement for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified

within ten (10) days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

- 16.3 This section does not preclude the County's right to terminate the Master Agreement upon ten (10) days written notice with or without cause, as provided for in Master Agreement, [Paragraph 8.48, Termination for Convenience](#).

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CLINICAL MEDICAL LABORATORY CERTIFICATION

I (WE) hereby certify under penalty or perjury that the work within the facilities specified under the provision of the County Contract No. _____ have been performed in accordance with the specifications of said Contract for the month of _____, 20____, and that :

	Yes	No	Initial
1 Contractor has a current CLIA certification	_____	_____	_____
2 Contractor has a current license with the State of California to provide medical laboratory services	_____	_____	_____
3 Contractor is in compliance with HIPAA	_____	_____	_____
4 All professional credentials are current as approved by regulating agencies and the Federal Government	_____	_____	_____
5 Contractor continues to meet the Federal CLIA of 1988 requirements which includes utilization of the current Reporting System	_____	_____	_____
6 Vendor remains compliant with Department of Transportation (DOT) and CDC transportation regulations	_____	_____	_____
7 Vendor's staff working on this Master Agreement are experienced and qualified, all of which have the required valid credentials, licenses and certificates as described in SOW, Paragraph 6.4.	_____	_____	_____
8 Contractor has provided a full-time Laboratory Director who has five (5) years experience as a physician (i.e., medical doctor, [M.D.], licensed to practice medicine in the State of California, further described in Master Agreement, Paragraph 2.2	_____	_____	_____
9 Staff entering County Facility have appropriate identification as described in Master Agreement, Paragraph 7.4	_____	_____	_____

Company Name:_____

Authorized Representative: _____ Date:_____

INSPECTION REPORT (SAMPLE)
REFERENCE MEDICAL LABORATORY SERVICES AGREEMENT

FACILITY: _____ CONTRACTOR: _____

MONITOR: _____ DATE: _____ TIME: _____ Contract No: _____

PROVISION/TASK	PERFORMANCE LEVEL	
	ACCEPTABLE	UNACCEPTABLE
BILLING		
Contractor's billings are in accordance with Exhibit G, Medical Laboratory Services Fee Schedule and Exhibit H, Discounts and Added Charges	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:		
CONTRACT ADMINISTRATION		
Contractor's Laboratory Director is a Medical Doctor, licensed to practice medicine in the State of California Master Agreement, Paragraph 2.2	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:		
Contractor's Laboratory Director is responsible for day-to-day activities as related to this Master Agreement pursuant to Master Agreement, Paragraph 7.0 , and SOW Paragraph 6.3	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:		
Contractor's Staff Identification meet Master Agreement, Paragraph 7.4	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:		
Contractor maintains documentation demonstrating its staff performing laboratory tests for the County have applicable licenses/certificates/accreditations pursuant to Master Agreement, Paragraph 8.30	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:		

INSPECTION REPORT (SAMPLE)
REFERENCE MEDICAL LABORATORY SERVICES AGREEMENT

FACILITY: _____ CONTRACTOR: _____

MONITOR: _____ DATE: _____ TIME: _____ Contract No: _____

Contractor has provided the County Facility's Project Monitor with an annual report demonstrating compliance by the Contractor that it meets the requirements of Master Agreement, Paragraph 7.8, Mandatory Personnel Monitoring Reports	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:		
Contractor maintains procedures for receiving, investigating and responding to complaints pursuant to Master Agreement, Paragraph 8.5, Complaints		
COMMENTS:		
Contractor is in compliance with HIPAA (Exhibit J)	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:		
Contractor is in compliance with the insurance provision of Master Agreement, Paragraph 8.28 , and 8.29	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:		
Pursuant to Master Agreement, Paragraph 8.42.1 , Contractor maintains a computerized test reporting system summarizing the results of tests performed by Contractor, as described in SOW, Paragraph 13.0	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:		

INSPECTION REPORT (SAMPLE)
REFERENCE MEDICAL LABORATORY SERVICES AGREEMENT

FACILITY: _____ CONTRACTOR: _____

MONITOR: _____ DATE: _____ TIME: _____ Contract No: _____

As applicable, Contractor maintains all applicable books, documents etc, pursuant to Master Agreement, Paragraph 8.42.7 , Knox-Keene Healthcare Services	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:		
Contractor is in compliance with the Subcontracting provisions of the Master Agreement, Paragraph 8.45, Subcontracting	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:		
STATEMENT OF WORK (SOW)		
Contractor is in compliance with the Specimen Pick Up Personnel provision of SOW, Paragraph 6.5	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:		
Contractor ensures that the operation and maintenance of the lab equipment is satisfactory to the performance of required tests further described in SOW, Paragraph 7.0	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:		
As applicable with County Facility, Contractor meets the provisions of LIS Interface as described in SOW, Paragraph 14.0	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:		
As applicable with County Facility, Contract meets the requirements of SOW, Paragraph 14.2, Online Access	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:		
Contractor provided at no additional cost to County, all required hardware, including terminal, printer and all software as described in Paragraph 14.3, Computer System Hardware/ Software	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:		
Contractor provides all hardware and software maintenance as described in Paragraph 14.4, Computer System Maintenance	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:		

INSPECTION REPORT (SAMPLE)
REFERENCE MEDICAL LABORATORY SERVICES AGREEMENT

FACILITY: _____ CONTRACTOR: _____

MONITOR: _____ DATE: _____ TIME: _____ Contract No: _____

As necessary, Contractor provides any and all maintenance/repair services for the equipment as described in SOW, Paragraph 14.5, Computer Terminal and Equipment Performance		
COMMENTS:		
Contractor meets the provisions of SOW, 8.0, Training	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:		
Contractor maintains an answering service as required in SOW, Paragraph 15.0 Contractor's Office	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:		
Contractor's Laboratory Director or his designee answers all calls received by the answering service within one (1) hour of receipt of the call as described in Paragraph 15.0, Contractor's Office	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:		
Contractor meets the requirements of work schedules as described in SOW, Paragraph 10.0 Work Schedules	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:		
Contractor meets the requirements of SOW, Paragraph 11.0, Unscheduled Work – Contractor	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:		
Contractor meets the requirements of SOW, Paragraph 12.6, Specimen Transportation		
COMMENTS:		
Contractor meets the provisions of SOW, Paragraph 12.7, Specimen Handling and Testing	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:		

REFERENCE MEDICAL LABORATORY SERVICES
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/REQUIRED SERVICE	STANDARD PERFORMANCE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
Contract Terms and Conditions			
Master Agreement, 7.4 , Contractor's Staff Identification	100% Completion of Required Services. Contractor shall ensure employees entering County Facility wear appropriate identification badges.	Inspection and Observation	\$50 per occurrence
Master Agreement 7.8, Mandatory Personnel Monitoring Reports	100% Completion of Required Reporting	Inspection and receipt of semi-annual report to demonstrate compliance by Contractor.	\$100 per occurrence; possible termination for default of contract
STATEMENT OF WORK			
SOW, 3.0, Quality Control Plan Contractor shall maintain Quality Control records in accordance with Federal and State regulations on each test it performs.	100% Completion of Required Action and Reporting	Inspection and Observation;	\$50 per occurrence
SOW, 7.0, Materials and Equipment , Contractor shall provide all bottles, carriers, cervical cytobrushes, cold and warm packs, vials and other supplies required	100% Completion	Inspection and Observation	\$50 per occurrence
SOW, 14.0 LIS Interface Contractor must be able to provide County with computer-to-computer interface with its own Laboratory to enable County to obtain up to date information on patient data, test orders, test status and test results and ability to print on demand test results, billings, and reports.	100% Completion of Required Service	Observation	\$50 per day of non-accessibility

**REFERENCE MEDICAL LABORATORY SERVICES
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

REFERENCE/REQUIRED SERVICE	STANDARD PERFORMANCE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
SOW, 12.0, Specific Work Requirements , Contractor shall maintain a consultation service that is available to the County (24 hours a day, seven (7) days a week and further described in Paragraph 12.0	100% Completion of Required Services	Observation of availability	\$50 per occurrence
SOW, 12.6, Specimen Transportation , Contractor complies with the pickup and transport of all test specimens at regularly scheduled times from the designated pickup sites.	100% Completion of Required Services	Random inspection and Observation	\$50 per occurrence
SOW, 12.8, Reporting Test Results , report routine and STAT test results as required in SOW	100% Completion of Required Services	Random inspection and Observation	\$50 per occurrence
SOW, 12.8.A, General Laboratory Tests . Contractor must report general laboratory test results within the specified TAT and on County LIS	100% Completion of Required Services	Inspection and Observation	\$50 per occurrence
SOW, 12.8.B, Critical Value Tests . Contractor must be able to identify results that are considered critical values and must report such test results to County within the specified TAT	100% Completion of Required Services	Inspection and Observation	\$100 per occurrence
SOW, 12.8.B, Critical Value Tests . Contractor must report critical value test results to County via on-line and verbally by telephone as specified in this SOW	100% Completion of Required Services and Reporting	Inspection and Observation	Equal to 100% of the cost of each laboratory test

REFERENCE MEDICAL LABORATORY SERVICES
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/REQUIRED SERVICE	STANDARD PERFORMANCE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
SOW, 12.8.C, Stat Tests . Contractor must report STAT test results to County as soon as it is available verbally by telephone and as specified in this SOW	100% Completion of Required Services and Reporting	Inspection and Observation	\$75 per occurrence
SOW, 12.9, Turn-around-times (TAT) . Contractor must report general laboratory test results within the specified TAT.	100% Completion of Required Services and Reporting	Inspection and Observation of the cost of each laboratory test result that was not reported by Contractor in the proper TAT.	Equal to 100% of the cost of each laboratory test that is lost or missing or if Contractor's own written handling procedure policies are found to have not been properly carried out.
SOW, 13.0, Reporting Requirements	100% Completion of Required Reporting	Receipt of County required documentation, Observation	\$100 per occurrence; possible termination for default of contract.
SOW, 13.1, Billing and Audit Requirements	100% Completion of Required Reporting	Receipt of County required documentation, Observation	\$100 per occurrence; possible termination for default of contract.
SOW, 13.2, Monthly Patient List	100% Completion of Required Reporting	Receipt of County required documentation, Observation	\$100 per occurrence; possible termination for default of contract.
SOW, 13.3, STAT Test Reporting	100% Completion of Required Reporting	Receipt of County required documentation, Observation	\$100 per occurrence; possible termination for default of contract.
SOW, 13.4, Cytology Reports	100% Completion of Required Reporting	Receipt of County required documentation, Observation	\$100 per occurrence; possible termination for default of contract.
SOW, 13.5, Monthly Billing Summary	100% Completion of Required Reporting	Receipt of County required documentation, Observation	\$100 per occurrence; possible termination for default of contract.

**REFERENCE MEDICAL LABORATORY SERVICES
CONTRACT DISCREPANCY REPORT**

TO:**FROM:****DATES:**

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative: _____

Date: _____

Deadline for Completion: _____

Date: _____

CONTRACTOR RESPONSE: (Cause and Corrective Action):

Signature of County Representative: _____

Date: _____

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

Signature of County Representative: _____

Date: _____

COUNTY ACTIONS: _____

_____**CONTRACTOR NOTIFIED OF ACTION:** _____

Signature of County Representative: _____

Date: _____

Signature of County Representative: _____

Date: _____

**COUNTY OF LOS ANGELES – REFERENCE MEDICAL LABORATORY SERVICES
FACILITY SPECIFICATION SHEET**

Facility Address	Written Report Address	Tel # for Stat and Reports	Specimen Pickup Location	Monthly Billing and Summary Address	Pick Up Hours	Pick Up Frequency	Comp Term Printer Required	Interface Required
LAC+USC Medical Center 1200 N. State St., CT A7E Los Angeles, CA 90033	Same	(323) 409-7178 (323) 409-7023	same main address: Core Lab D&T 2C435	LAC+USC Health Care Network Expenditure Management 1200 N. State Street –Trailer 22 Los Angeles, CA 90033 Attn: Contract Inv. Processing One copy to Exp. Management One copy to Hospital Manager For LAC+USC <u>and all locations below,</u> billings and summaries shall also include: One copy to the respective Laboratory Manager	8am-8pm Mon-Sun/Hol	am & pm daily Mon to Fri am & pm Sat/Sun/Hol	Yes	Yes
Olive View-UCLA Med Center 14445 Olive View Drive Sylmar, CA 91342	Same	(818)364-4029	Same	Olive View-UCLA Med Center 14445 Olive View Drive Sylmar, CA 91342 Billing to Expenditure Mgmt Summary to Pathology IA116	8am-8pm Mon-Sun/Hol	am & pm daily Mon-Fri am & pm Sat/Sun/Hol	Yes	Yes
Martin Luther King, Jr. Multi-Speciality Ambulatory Care Center (MACC) 12021 S. Wilmington Avenue Path Dept AFH 3007 Los Angeles, CA 90059	Same	(310) 668-4459	Same	King/Drew Medical Center 12021 S. Wilmington Los Angeles, CA 90059 Billing to Invoice Processing Weeks Bldg Rm 219 Summary to Pathology AFH 3028	8am-8pm Mon-Sun/Hol	am & pm daily Mon – Fri am & pm Sat/Sun/Hol	Yes	Yes

**COUNTY OF LOS ANGELES – REFERENCE MEDICAL LABORATORY SERVICES
FACILITY SPECIFICATION SHEET**

Facility Address	Written Report Address	Tel # for Stat and Reports	Specimen Pickup Location	Monthly Billing and Summary Address	Pick Up Hours	Pick Up Frequency	Comp Term Printer Required	Interface Required
Harbor/UCLA Medical Center 1000 W. Carson St. Path. Dept., Room 2S-4 Torrance, CA 90509	Same	(310)222-2230	Same	Harbor/UCLA Med Center P. O. Box 11039 Invoice Processing Torrance, CA 90510	24/7	am & pm daily Mon-Fri am & pm Sat/Sun/Hol	Yes	Yes
High Desert Health System 44900 N. 60 th St. West Attn: Laboratory Lancaster, CA 93536	Same	(661)945-8291	Same	Same as Facility Address	8am-8pm Mon-Sun/Hol	am & pm daily Mon-Fri am & pm Sat/Sun/Hol	Yes	Yes
Rancho Los Amigos National Rehabilitation Center 7601 E. Imperial Hwy JPI-Building, Basement Downey, CA 90242	Same	(562)401-8991	Same B-180	Same as Facility Address B176	8am-8pm Mon-Sun/Hol	am & pm daily Mon-Fri am & pm Sat/Sun/Hol	Yes	Yes
Edward R. Roybal CHC 245 S. Fetterly Avenue Laboratory – Room 2275 Los Angeles, CA 90022	Same	(323) 780-2296	Same	LAC+USC Health Care Network Expenditure Management Bldg. 2064 Marengo St. Los Angeles, CA 90033-1353	Mon-Sat 8am-5pm	p.m. Mon-Fri	Yes	
H. Claude Hudson CHC 2829 S. Grand Avenue Rm. 133, First Floor Los Angeles, CA 90007	Same	(213) 744-3697 (213) 744-3698	Same	LAC+USC Health Care Network Expenditure Management Bldg. 2064 Marengo St. Los Angeles, CA 90033-1353 Attn: Contract Inv. Processing	Mon-Sat 8am-5pm	p.m. Mon-Fri	Yes	Yes
El Monte Comp Health Center 10953 Ramona Blvd El Monte, CA 91731	Same	(626) 579-8409	Same Room 133	LAC+USC Health Care Network Expenditure Management Bldg. 2064 Marengo St. Los Angeles, CA 90033-1353 Attn: Contract Inv. Processing	Mon-Sat 8am-5pm	p.m. Mon-Fri	Yes	Yes

**COUNTY OF LOS ANGELES – REFERENCE MEDICAL LABORATORY SERVICES
FACILITY SPECIFICATION SHEET**

Facility Address	Written Report Address	Tel # for Stat and Reports	Specimen Pickup Location	Monthly Billing and Summary Address	Pick Up Hours	Pick Up Frequency	Comp Term Printer Required	Interface Required
Hubert H. Humphrey CHC 5850 S. Main St. 1 st Floor-Room 1133 Los Angeles, CA 90003	Same	(213)235-7351	Same	Same as Facility Address	Mon-Fri 8am-5pm	p.m. Mon-Fri	Yes	Yes
Long Beach CHC 1401 Chestnut St. Lab Services Rm C177/C178 Long Beach, CA 90813	Same	(310)599-9042	Same	Same as Facility Address	Mon-Fri 8am-5pm	p.m. Mon-Fri	Yes	Yes
Central Juvenile Hall 1605 Eastlake Ave Los Angeles, CA 90033	Same	(213)226-8809 or After Hours (213)226-8813	Same	Dept of Health Services Juvenile Court Health Div. 1605 Eastlake Ave, Rm 137 Los Angeles, CA 90033	Mon-Fri 12pm-3-pm	p.m. Mon-Fri	Yes	Yes
DEPARTMENT OF CORONER LOCATIONS								
Facility Address	Written Report Address	Tel # for Stat and Reports	Specimen Pickup Location	Monthly Billing and Summary Address	Pick Up Hours	Pick Up Frequency	Comp Term Printer Required	Interface Required
Chief Medical Examiner Coroner's Toxicology Laboratory 1104 N. Mission Rd., Rm 224 Los Angeles, CA 90033	Same		Same	Chief Medical Examiner Coroner's Toxicology Laboratory 1104 N. Mission Rd., Room 239 Los Angeles, CA 90033	Tues & Fri 8am – 3pm	As Needed	Yes	Yes

**COUNTY OF LOS ANGELES – REFERENCE MEDICAL LABORATORY SERVICES
FACILITY SPECIFICATION SHEET**

DEPARTMENT OF PUBLIC HEALTH LOCATIONS								
Facility Address	Written Report Address	Tel # for Stat and Reports	Specimen Pickup Location	Monthly Billing and Summary Address	Pick Up Hours	Pick Up Frequency	Comp Term Printer Required	Interface Required
Public Health Laboratory 12750 Erickson Avenue Downey, CA 90242	Same	562.658-1333 ph 562.401-5999 fx Section Supervisor	Same	Department of Public Health 5555 Ferguson Drive, Suite 100-50 Commerce, CA 90022 Attn: Razak Ayoola	Mon – Fri 8am to 5pm	as needed	Yes	Yes
Antelope Valley Health Center 335-B East Avenue K-6 Lancaster, CA 93535 SPA 1	Same	661.723.4503 ph 661.723.4528 fx Supervising Clinic Nurse, STD	Same	Department of Public Health 5555 Ferguson Drive, Suite 100-50 Commerce, CA 90022 Attn: Razak Ayoola	Mon – Fri 830am to 430pm	Mon – Fri 830am to 430pm	Yes	Yes
Glendale Health Center 501 North Glendale Avenue Glendale, CA 91206 SPA 2	Same	818.500.5792 ph 818.244.6906 fx Supervising Clinic Nurse, STD	Same	Department of Public Health 5555 Ferguson Drive, Suite 100-50 Commerce, CA 90022 Attn: Razak Ayoola	Mon – Fri 830am to 430pm	Mon – Fri 830am to 430pm	Yes	Yes
North Hollywood Health Center 5300 Tujunga Avenue North Hollywood, CA 91601 SPA 2	Same	818.752.1458 ph 818.752.1450 fx Supervising Clinic Nurse, STD	Same	Department of Public Health 5555 Ferguson Drive, Suite 100-50 Commerce, CA 90022 Attn: Finance unit - Razak Ayoola	Mon – Fri 830am to 430pm	Mon – Fri 830am to 430pm	Yes	Yes
Pacoima Health Center 13300 Van Nuys Boulevard Pacoima, CA 91331 SPA 2	Same	818.896.1903 ph 818.834.3961 fx Supervising Clinic Nurse, STD	Same	Department of Public Health 5555 Ferguson Drive, Suite 100-50 Commerce, CA 90022 Attn: Razak Ayoola	Mon – Fri 830am to 430pm	Mon – Fri 830am to 430pm	Yes	Yes
Monrovia Health Center 330 West Maple Avenue Monrovia, CA 91016 SPA 3	Same	626.256.1641 ph 626.303.1084 fx Supervising Clinic Nurse, STD	Same	Department of Public Health 5555 Ferguson Drive, Suite 100-50 Commerce, CA 90022 Attn: Razak Ayoola	Mon – Fri 830am to 430pm	Mon – Fri 830am to 430pm	Yes	Yes

**COUNTY OF LOS ANGELES – REFERENCE MEDICAL LABORATORY SERVICES
FACILITY SPECIFICATION SHEET**

Facility Address	Written Report Address	Tel # for Stat and Reports	Specimen Pickup Location	Monthly Billing and Summary Address	Pick Up Hours	Pick Up Frequency	Comp Term Printer Required	Interface Required
Pomona Health Center 750 South Park Avenue Pomona, CA 91766	Same	909.865.3845 ph 909.868.0298 fx Supervising Clinic Nurse, STD	Same	Department of Public Health 5555 Ferguson Drive, Suite 100-50 Commerce, CA 90022 Attn: Razak Ayoola	Mon – Fri 8am to 5pm	P.M. Mon-Fri	Yes	Yes
Central Health Center 241 North Figueroa Street Los Angeles, CA 90012 SPA 4	Same	213.250.8616 ph 213.250.5396 fx Supervising Clinic Nurse, STD	Same	Department of Public Health 5555 Ferguson Drive, Suite 100-50 Commerce, CA 90022 Attn: Razak Ayoola	Mon – Fri 830am to 430pm	Mon – Fri 830am to 430pm	Yes	Yes
Public Health Pharmacy Central Health Center 241 N. Figueroa Street Los Angeles, CA 90012	Same	213 250 8616 ph 213 977 0423 fx Chief Pharmacist	Same	Department of Public Health 5555 Ferguson Drive, Suite 100-50 Commerce, CA 90022 Attn: Razak Ayoola	Mon – Fri 8am to 9am	Mon – Thurs 8am – 9am	No	No
Central Satellite Clinic at Center for Community Health 522 San Pedro St. 1 st Floor Los Angeles, CA 90013	Same	213.989.7132 ph 213.250.5396 fx Supervising Clinic Nurse, STD @ Central	Same	Department of Public Health 5555 Ferguson Drive, Suite 100-50 Commerce, CA 90022 Attn: Razak Ayoola	Mon – Fri 830am to 430pm	Mon – Fri 830am to 430pm	Yes	Yes
Hollywood/ Wilshire Health Center 5205 Melrose Avenue Los Angeles, CA 90038	Same	323.769.7889 ph 323.467.9573 fx Supervising Clinic Nurse, STD	Same	Department of Public Health 5555 Ferguson Drive, Suite 100-50 Commerce, CA 90022 Attn: Razak Ayoola	Mon – Fri 830am to 430pm	Mon – Fri 830am to 430pm	Yes	Yes
Burke/Simms/Mann Health Center 2509 Pico Boulevard Santa Monica, CA 90405	Same	310.998.3212 ph 310.315.0909 fx Supervising Clinic Nurse, STD	Same	Department of Public Health 5555 Ferguson Drive, Suite 100-50 Commerce, CA 90022 Attn: Razak Ayoola	Mon – Fri 830am to 430pm	Mon – Fri 830am to 430pm	Yes	Yes
Ruth Temple Health Center 3834 South Western Avenue Los Angeles, CA 90062	Same	323.730.3576 ph 323.734.4365 fx Supervising Clinic Nurse, STD	Same	Department of Public Health 5555 Ferguson Drive, Suite 100-50 Commerce, CA 90022 Attn: Razak Ayoola	Mon – Fri 830am to 430pm	Mon – Fri 830am to 430pm	Yes	Yes

**COUNTY OF LOS ANGELES – REFERENCE MEDICAL LABORATORY SERVICES
FACILITY SPECIFICATION SHEET**

Facility Address	Written Report Address	Tel # for Stat and Reports	Specimen Pickup Location	Monthly Billing and Summary Address	Pick Up Hours	Pick Up Frequency	Comp Term Printer Required	Interface Required
South Health Center 1522 East 102 nd Street Los Angeles, CA 90002	Same	323.563.4095 ph 323.357.7350 fx Supervising Clinic Nurse, STD	Same	Department of Public Health 5555 Ferguson Drive, Suite 100-50 Commerce, CA 90022 Attn: Razak Ayoola	Mon – Fri 830am to 430pm	Mon – Fri 830am to 430pm	Yes	Yes
Whittier Health Center 7643 South Painter Avenue Whittier, CA 90602	Same	562.464.5357 ph 562.693.4525 fx Supervising Clinic Nurse, STD	Same	Department of Public Health 5555 Ferguson Drive, Suite 100-50 Commerce, CA 90022 Attn: Razak Ayoola	Mon – Fri 830am to 430pm	Mon – Fri 830am to 430pm	Yes	Yes
Curtis Tucker Health Center 123 W. Manchester Blvd Inglewood, CA 90301	Same	310.419.5321 ph 310.673.3298 fx Supervising Clinic Nurse, STD	Same	Department of Public Health 5555 Ferguson Drive, Suite 100-50 Commerce, CA 90022 Attn: Finance Unit	Mon – Fri 830am to 430pm	Mon – Fri 830am to 430pm	Yes	Yes
Torrance Health Center 711 Del Amo Boulevard Torrance, CA 90502	Same	310.419.5321 ph 310.673.3298 fx Supervising Clinic Nurse, STD	Same	Department of Public Health 5555 Ferguson Drive, Suite 100-50 Commerce, CA 90022 Attn: Finance Unit	Mon – Fri 830am to 430pm	Mon – Fri 830am to 430pm	Yes	Yes

AGREEMENT

CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.
- 1.2 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

- 1.4 “Electronic Media” has the same meaning as the term “electronic media” in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

The term “Electronic Media” draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

- 1.5 “Electronic Protected Health Information” has the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.6 “Individual” means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.7 “Minimum Necessary” refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.
- 1.8 “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.
- 1.9 “Protected Health Information” has the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. “Protected Health Information” includes Electronic Health Information.
- 1.10 “Required By Law” means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a

- governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.
- 1.13 "Services" has the same meaning as in the body of this Agreement.
- 1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.
- 1.15 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

OBLIGATIONS OF BUSINESS ASSOCIATE

- 2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:
- (a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
- (i) Use Protected Health Information; and
- (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

2.2 Prohibited Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.

(b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.

(c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not effect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 Adequate Safeguards for Protected Health Information. Business Associate:

(a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.

(b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate

(a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.

(b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.

(c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to (562) 940-3335.

2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 525
Los Angeles, California 90012
HIPAA@auditor.lacounty.gov
(213) 974-2166

(a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and

(b) the notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:

(i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;

- (iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;
- (v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and
- (vi) The name and contact information for the person most knowledge regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

- 2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay the notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.
- 2.5 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.
- 2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:
- (a) Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;
 - (b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:
 - (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

(iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and

(v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

(vi) The notification required by paragraph (a) of this section shall be written in plain language

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

- 2.7 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.
- 2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make

any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

- 2.10 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

- 2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

OBLIGATION OF COVERED ENTITY

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

TERM AND TERMINATION

- 4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:
- (a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;
 - (b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or
 - (c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.
- 4.3 Disposition of Protected Health Information Upon Termination or Expiration.
- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.
- 5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.
- 5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.

Effective 02/17/2010
HOA.668507.2

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ Vendor or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Vendor engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Vendor or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

REFERENCE MEDICAL LABORATORY SERVICES**MASTER AGREEMENT****CERTIFICATION OF EMPLOYEE STATUS**

(Note: This certification is to be executed and returned to County. Work cannot begin on the until County receives this executed document.)

CONTRACTOR NAME: _____
 County Master Agreement No. _____

I CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) this organization's employee(s); (3) applicable state and federal income tax, FICA, unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required by state and federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named below for the entire time period covered by the attached Work Order.

EMPLOYEES

1. _____
2. _____
3. _____
4. _____

I declare under penalty of perjury that the foregoing is true and correct.

 Signature of Authorized Official

 Printed Name of Authorized Official

 Title of Authorized Official

Date

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Page 1 of 2

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

Contractor Name _____

Work Order No. _____

County Master Agreement No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Master Agreement.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Master Agreement. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Page 2 of 2

COPYRIGHT ASSIGNMENT AGREEMENT

Contractor and Contractor's Staff agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by Contractor and Contractor's Staff in whole or in part pursuant to the above referenced Master Agreement, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, Contractor and Contractor's Staff hereby assign and transfer to the County in perpetuity for all purposes all their right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, Contractor and Contractor's Staff agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit H2, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject them to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

Page 1 of 2

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 20).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://caag.state.ca.us/>, contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://caag.state.ca.us/charities/statutes.htm>.

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

Page 2 of 2

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the Center for Nonprofit Management, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the California Association of Nonprofits, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section of this Appendix I is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.

Title 2 ADMINISTRATION
Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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[2.206.020 Definitions.](#)
[2.206.030 Applicability.](#)
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[2.206.070 Enforcement and remedies.](#)
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2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement.
(Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 - 3. A purchase made through a state or federal contract;
 - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 - 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 - 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 - 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 - 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 - 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 - 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 - 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;

14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,

3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)